

Westside Revitalization Acquisitions, LLC  
230 John Wesley Dobbs Avenue, Atlanta, GA 30303

## **NARRATIVE INFORMATION SHEET**

### **Applicant Identification**

Westside Revitalization Acquisitions, LLC -  
Whose sole member is Westside Affordable Housing, Inc.,  
an affiliate of The Housing Authority of Atlanta, Georgia (“Atlanta Housing”)  
230 John Wesley Dobbs Avenue, Atlanta, Georgia, 30303

### **Funding Requested**

Single Site Cleanup  
i. \$500,000  
ii. Not requesting a cost share waiver.  
iii. Hazardous Substances

### **Location**

Atlanta, Fulton County, Georgia

### **Property Information**

Englewood North  
1110 Hill Street, SE, Atlanta, Georgia, 30315

### **Contacts**

Project Director:  
Priya Vellaithambi, Environmental Manager of Atlanta Housing  
404-685-4933  
[Priya.vellaithambi@atlantahousing.org](mailto:Priya.vellaithambi@atlantahousing.org)  
230 John Wesley Dobbs Avenue, Atlanta, Georgia, 30303

Chief Executive/Highest Ranking Elected Official:  
Brandon Riddick-Seals, President of Westside Affordable Housing, Inc.  
404-817-7214  
[brandon@atlantahousing.org](mailto:brandon@atlantahousing.org)  
230 John Wesley Dobbs Avenue, Atlanta, Georgia, 30303

### **Population**

Westside Revitalization Acquisitions, LLC’s sole member, Westside Affordable Housing, Inc. is a non-profit organization exempt from taxation under section 501(c)(3). The population of the Atlanta, Georgia, is estimated to be 486,290 according to the United States Census Bureau.

### **Other Factors Checklist**

See following attachment.

### **Letter from the State or Tribal Environmental Authority**

See attachment following this Narrative Information Sheet.

Westside Revitalization Acquisitions, LLC  
230 John Wesley Dobbs Avenue, Atlanta, GA 30303

Other Factors	Page #
Community population is 10,000 or less.	
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
The proposed brownfield site(s) is impacted by mine-scarred land.	
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the project/redevelopment; secured resource is identified in the Narrative and substantiated in the attached documentation.	4, 8
The proposed site(s) is adjacent to a body of water (i.e., the border of the site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	
The proposed site(s) is in a federally designated flood plain.	
The redevelopment of the proposed cleanup site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	4



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

**Richard E. Dunn, Director**

**Land Protection Branch**  
2 Martin Luther King, Jr. Drive  
Suite 1054, East Tower  
Atlanta, Georgia 30334  
404-657-8600

January 2, 2019

**VIA ELECTRONIC Mail** [priya.vellaithambi@atlantahousing.org](mailto:priya.vellaithambi@atlantahousing.org)

Westside Revitalization Acquisitions, LLC  
c/o Ms. Priya Vellaithambi  
Environmental Manager  
Planning & Development  
Atlanta Housing  
230 John Wesley Dobbs Ave., NE  
Atlanta, GA 30303

RE: State Acknowledgement Letter – Brownfield Cleanup Grant Application  
Englewood North, 1110 Hill Street SE, Atlanta, Fulton County, Georgia

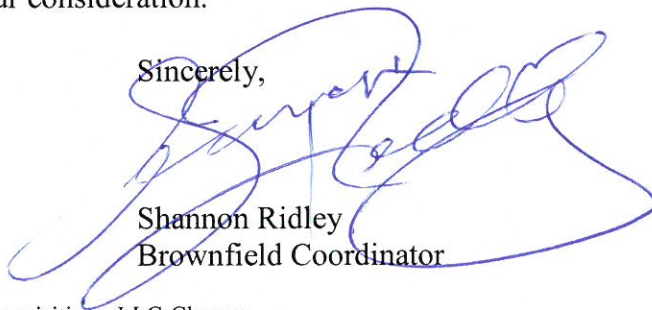
Dear Ms. Vellaithambi:

This letter serves as acknowledgement from the Georgia Environmental Protection Division (“GA EPD”) that Westside Revitalization Acquisitions, LLC (WRA) will be submitting an application to the U.S. Environmental Protection Agency (“EPA”) for funding assistance under the federal Cleanup Grant. GA EPD understands that WRA is applying for \$500,000 that will be used to clean up hazardous constituents on the Englewood North property, located at 1110 Hill Street SE Atlanta, Fulton County (hereinafter “subject property”).

The subject property was accepted into the Georgia Brownfield Program on January 23, 2017 under an approved brownfield corrective action plan (CAP). The CAP enumerates the corrective actions that will be employed to bring the property into compliance with the appropriate cleanup standards.

EPD would like to take this opportunity to encourage EPA’s positive decision in making a grant award to WRA for this cleanup. A successful award would greatly assist WRA in its redevelopment efforts. Thank you for your consideration.

Sincerely,



Shannon Ridley  
Brownfield Coordinator

## **NARRATIVE/RANKING CRITERIA**

### **PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION**

#### **Target Area and Brownfields**

##### Background and Description of Target Area

The City of Atlanta, Georgia (the “City”) was founded in 1837. The City, at the time named Marthasville, was located at the end of the Western & Atlantic railroad line. It was commonly known as Terminus due to the significance of the railroad. Eventually, the name was changed to Atlanta, which is the feminine version of Atlantic, still named after the railroad line. Today, the City is the most populated city in the State of Georgia and is still recognized as a transportation hub. The busiest airport in the world, Hartsfield-Jackson International Airport, operates within its boundaries. As Atlanta continues to grow, the transportation needs of the City are evolving. Several of the former rail lines along with the factories and industries that once operated near or relied on the rail lines for freight transport are no longer operational and have contributed to environmental challenges in these rail corridors. Atlanta BeltLine, Inc. began a redevelopment project in the early 2000s converting abandoned railroad lines into trails (the “BeltLine”). The BeltLine is a sustainable redevelopment project that will, upon completion, connect 45 in-town neighborhoods via a 22-mile loop of trails, modern streetcar, and parks. The loop follows a circular path of old railroad corridors around Atlanta and is the largest public infrastructure project currently ongoing in the United States.

The Brownfield Site, Englewood North (the “Site”) is located in Atlanta’s Chosewood Park neighborhood, southeast of downtown Atlanta. The Site is located in census tract 53. The neighborhood is anchored to the south by the Federal penitentiary, a large structure built in 1902 on 300 acres along McDonough Boulevard. The neighborhood was established in 1902 as workforce housing for the Federal penitentiary. Chosewood Park is less than ½ a square mile in size with a current population of approximately 950 households. The Neighborhood has been in a slow decline over the last 60 years and was particularly hard hit by the 2008 economic downturn. In an unrelated turn the same year, the Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing” or “AH”) demolished 324 affordable-housing units at a nearby former public housing complex, known as “Englewood Manor”. The neighborhood, similar to other disenfranchised neighborhoods in Atlanta, is located along abandoned rail lines; however, with the advent of the BeltLine, the Chosewood Park Neighborhood is ideally situated for sustainable revitalization and redevelopment.

##### Description of the Brownfield Site

The Site encompasses approximately 11.8-acres with a physical address of 1110 Hill Street, Atlanta, Georgia, 30315 and is owned by Westside Revitalization Acquisitions, LLC (“WRA”), an affiliate of AH. WRA’s sole member is Westside Affordable Housing, Inc. (“WAH”), a 501(c)(3) non-profit corporation, and also an affiliate of AH.

AH leases the Site to the City of Atlanta Department of Watershed Management (“DWM”) and Live-Thrive Atlanta, Inc. who operates the Center for Hard to Recycle Materials (“CHaRM”). Both tenants were the previous occupants of the Site prior to WRA’s purchase of the Site. DWM occupies the eastern portion of the Site, which consists of buildings constructed in the 1960s



utilized as office and storage spaces. Outside storage of equipment and materials is also present at this facility. The western portion of the Site, adjacent to Hill Street, Live Thrive Atlanta, Inc. is currently operating as a recycling drop-off center called CHaRM. Based on observed use, this facility is intended for drop-off, segregation, and containment of recyclable materials only. No break-down or recycling procedures are performed on the Site. The Site is neither adjacent to a body of water nor in a federally designated flood plain.

A Phase I Environmental Site Assessment dated October 2016 was prepared for the Site, which identified that an asphalt production plant was located near the northern property boundary in 1978, but it is uncertain for how long the facility was operational. Asphalt is currently stored at the Site near the observed property boundary in the same area of the historical onsite asphalt production plant. This is considered a recognized environmental condition (“REC”).

Current and historical usage of nearby properties were also identified as RECs. The nearby City of Atlanta Public Works Department site poses an environmental concern due to the nature of its operations, which includes four underground storage tanks containing petroleum products and “other”, and there is an on-site auto service station which utilizes several aboveground storage tanks (“ASTs”). Mecca Office located approximately ¼-mile away had a historical documented release of tetrachloroethylene, a volatile organic compound (“VOC”).

Phase II investigations were conducted from October through December 2016 to assess whether the on-site and off-site environmental concerns had impacted the Site. The testing revealed the presence of VOCs, semi-volatile organic compounds (“SVOCs”), and Resource Conservation and Recovery Act metals present in either soil and/or groundwater. It is estimated that 10,000 cubic yards of impacted soil will need to be removed from the Site in order to meet the Georgia Environmental Protection Division’s (“EPD”) residential cleanup standards. No groundwater remediation is anticipated. However, vapor encroachment concerns will need to be evaluated and addressed prior to commencing redevelopment.

### **Revitalization of the Target Area**

#### **Redevelopment Strategy and Alignment with the Revitalization Plans**

When Atlanta Mayor, Keisha Lance-Bottoms, entered office last January 2017, she announced a goal of producing \$1 billion worth of affordable housing in Atlanta. Additionally in 2017, The City of Atlanta adopted the Atlanta City Design: Aspiring to the Beloved Community (“City Design Plan”), a guiding document with the purpose to “articulate an aspiration for the future city that Atlantans can fall in love with, knowing that if people love their city, they will make better decisions about it”. The City Design Plan calls for equity, progress, ambition, access, and nature to all be taken into consideration when planning new developments. These decisions will be reflected in all the plans, policies, and investments the City makes. Plans for the Site, both in its remediation and subsequent mixed-use, mixed-income development, supports the City’s bold and holistic goals for affordable housing and equitable development.

The Site is currently the only location controlled by an AH affiliate that adjoins the Atlanta BeltLine. The plans for this parcel are in the planning phase of development with extensive due diligence and financial feasibility studies in the works. Tentatively, the plans include an approximately 350-unit mixed-income multi-family building with 35% of the units scheduled to

be subsidized for affordability to residents at or below 60% Area Median Income (AMI). Additionally, there will be a 180-unit for-sale condominium building with 45% of the units reserved for affordable homeownership. This development will assist with the replacement of a severely distressed former public housing community with a rich, vibrant mixed-used mixed-income community that will complement the surrounding neighborhood.

As other segments of the BeltLine trails have been completed, the BeltLine has been recognized for spurring development on adjacent sites and promoting neighborhood redevelopment in many areas that have been neglected for many years. An unintentional consequence of the BeltLine has been the rapid gentrification of the neighborhoods that it sought to help via connectivity. In August 2018, The Wall Street Journal recently reported on gentrification along the Atlanta BeltLine resulting in up to 110% increase in condominium prices between the years of 2014 and 2018. Through legislation, the City of Atlanta mandated a goal of creating 5,600 affordable workforce housing units in the BeltLine Tax Allocation District. The development of the Site will support achieving the City's affordable housing goals along the Beltline.

There are a unique set of features connected to this Chosewood-Park area parcel, including: (i) the proximity to multiple parks and greenspace, (ii) planned BeltLine light-rail transit access, (iii) existing inclusionary zoning requirements, (iv) the historical context of the neighborhood, and (v) the adoption by the community of edible neighborhood and urban farming concepts, which make this area a composition of the core values set out in the City's recent housing and planning initiatives. The Site is just one of many projects in the redevelopment area, and is a catalyst opportunity along the BeltLine unlike any other within the City of Atlanta. By making use of the new urbanism design principals such as walkability, connectivity, mixed use, diversity, mixed housing, quality architecture, and increased density, AH can develop an innovative, sustainable, award-winning community that can be a national standard for affordable housing.

#### Outcomes and Benefits of the Redevelopment Strategy

The proposed project will stimulate both economic and non-economic development in the target area. Temporary and permanent jobs will be created with the remediation as well as the redevelopment of this site. In April 2015, the National Association of Home Builders estimated that the one year impact of building 100 rental apartments in a typical state includes \$12 million in income for residents, \$3 million in revenue for the state, and 170 jobs for residents. Additionally, the annually recurring impacts of building 100 rental apartments in a typical state include \$3 million in income for residents, \$850,000.00 in revenue for the state, and 49 permanent jobs. This study assumed an average market value of \$145,000.00 per unit. Given that our project anticipates 556 total units, or 5.5 times that contemplated in the study above, and that our estimated cost per unit is currently in the \$265,000.00 - \$280,000.00 range, it's reasonable to project that the Englewood North redevelopment plans could produce more than \$70 million in income, more than \$33 million in revenue to the state, more than 1,000 temporary jobs and more than 300 permanent jobs for residents.

While several renewable energy and energy efficient components are under consideration for this project, including solar roof panels and modular construction, the most sustainable aspect of the Englewood North plans include building on the urban agriculture already established in the area. The park that anchors the neighborhood consists of six acres and is designated as a "Certified

Wildlife Habitat” by the National Wildlife Federation. The neighborhood was chosen as a pilot project for an “Edible Neighborhood” program six years ago, in partnership with Trees Atlanta, Inc. Through the “Edible Neighborhood” program, the community comes together to plant fruit trees and plants in residents’ front yards for harvesting by any member of the community. The project was heartily adopted by the community and they now have dozens of fruit trees and bushes. Each building and all of the greenspace programmed for this redevelopment would feature urban gardening, recaptured grey water, and solar power where possible.

## **Strategy for Leveraging Resources**

### Resources Needed for Site Reuse

AH receives most of its funding from the U.S. Department of Housing and Urban Development (“HUD”); however, the funds are highly regulated with regard to uses and stipulate that affordable units must be produced at a ratio in relation to our investment. These grant funds from the EPA will allow for immediate remediation of the Site and will subsequently expedite the construction schedule of the housing development. Atlanta Housing’s HUD funds can be used during the due diligence and financial feasibility phase, simultaneously with the EPA funds that will cover the remediation. A financial closing and start of construction could begin immediately upon completion and testing of the remediation. Atlanta Housing has committed \$360,000 to assist with the cleanup of Englewood North. This funding will come from HUD Moving to Work funds.

Development of this parcel will proceed in partnership with the BeltLine, the City of Atlanta, and Invest Atlanta (the City’s economic development division). The construction and property management of the buildings will be co-developed with a private real estate company highly skilled at mixed-finance and mixed-income development.

Other funding sources, such as Low Income Tax Credits, HOME and/or Community Development Block Grant (“CDBG”) funds, and New Market Tax Credits will be considered for this redevelopment project. However, all sources are limited as to their uses for construction of residential and/or retail development. These funding sources typically require that the site be clean prior to application or that active remediation is taking place at the time and being supervised by a regulatory authority.

### Use of Existing Infrastructure

No existing infrastructure on this Site will be useful for the proposed redevelopment. However, remediation and subsequent development of the Site will complement the section of the BeltLine slated for Chosewood Park and the City’s affordable housing goals.

AH, in partnership with the BeltLine, has executed a Memorandum of Understanding to contribute substantially to the development of affordable housing along the BeltLine and will work together to plan and construct state-of-the-art public improvements and pedestrian-friendly streetscapes. The BeltLine also values quality greenspace, public art, and improved connectivity along the corridor. The segment of the BeltLine trail that traverses through this community is anticipated to be completed and open to the public in 2020-2021.

## **COMMUNITY NEED AND COMMUNITY ENGAGEMENT**

### **Community Need**

#### The Community's Need for Funding

The Chosewood Neighborhood was hit hard by the financial crisis of 2008 resulting in many foreclosed and abandoned homes in the area. In 2015, investors began recognizing the potential of the neighborhood in light of the advancing BeltLine and began buying properties in the area; most have made moderate repairs and turned the neighborhood into predominately rental units with the intent of holding the properties until the market rebounds.

There are residual signs of disinvestment, including limited retail options, a lack of public events, and an overall decrease in outside patronage. Many of the residents are low income, at or below poverty levels. There are high rates of unemployment and underemployment, relative to the rest of the City, with only a 30% higher education attainment rate. The population dropped by 25% between 2000 and 2010 and has rebounded only slightly. The most recent multi-family units added to the community were built in 2002 (16 years ago), with most of the rental and housing stock dating back to the 1950s. There are no senior living units available in the area, and the for-sale product is limited to renovated detached single-family homes.

The Chosewood Park neighborhood has potential for catalytic investment due to proximity to the BeltLine and being an Atlanta in-town neighborhood. If remediation efforts are accomplished through WAH, an affiliate of AH, then redevelopment with collaboration from the community, City of Atlanta, Atlanta Beltline, Inc., and Invest Atlanta can occur in a thoughtful manner and consistent with AH and City housing goals.

### **Threats to Sensitive Populations**

#### Health or Welfare

The EPA EJSCREEN has identified that the Site is located in an area with a demographic index between 70% and 85%. To the north beyond the abandoned rail line where a future BeltLine trail will be, the demographic index drops to 24%. Beyond the abandoned rail line is the Grant Park neighborhood. The demographic index is a combination of percent low-income and percent minority.

The overall context of converting a blighted brownfield into a vital community inherently advances the health and safety of the environment for the immediate and surrounding community. The proposed development in the Chosewood Park Neighborhood, including the development of the Site, is pedestrian-centric, and scaled to increase social interactions and safety as opposed to focusing solely on automobile access. The buildings, infrastructure, and pedestrian-friendly-boulevard proposed on this site will draw the two communities of Chosewood Park and neighboring Grant Park together, increasing opportunity for the Chosewood Park neighborhood which has generally been considered declining or stagnant.

#### Greater Than Normal Incidence of Disease and Adverse Health Conditions

The EPA EJSCREEN indicates that the population surrounding the Site has a NATA Cancer Risk, Respiratory HI, and Diesel PM varying from anywhere from the 84<sup>th</sup> – 97<sup>th</sup> percentile. The NATA Cancer Risk is the cancer risk from inhalation of air toxics. The NATA Respiratory HI is the air

toxics respiratory hazard index. The NATA Diesel PM is the diesel particulate matter level in the air. Yet again, the EJSCREEN shows that the percentiles are significantly lower for the community to the north.

While no studies have yet been published, the Centers for Disease Control, in collaboration with Emory University, has targeted the Chosewood Park neighborhood for studies related to all manner of disease and adverse conditions such as heart conditions, cancer, asthma/allergies, and have been reaching out to the community for the past two years requesting participation in free screenings, medical studies, and questionnaires.

#### Economically Impoverished/Disproportionately Impacted Populations

This particular area and the neighborhood of Chosewood Park was historically landlocked between two major rail lines and the Federal penitentiary. The resulting buildup of industrial warehouse, transportation, and junk-yard land uses has created a disproportionate ratio of industrial to residential uses in the area. Remediation and redevelopment of not only the 1110 Hill Street parcel, and AH's plan to develop 10 acres immediately adjacent to the parcel will dramatically change the nature of the area to a thriving mixed-use, mixed income destination.

### **Community Engagement**

#### Community Involvement

The community partners identified in the table below will primarily be involved during the redevelopment process. The partners have already been engaged during the planning stages and will continue to be engaged as the project plans progress. The Chosewood Neighborhood Park Association will routinely be engaged during the cleanup phase as well.

<b>Partner Name</b>	<b>Point of contact (name, email &amp; phone)</b>	<b>Specific role in the project</b>
Chosewood Neighborhood Park Association	Caesar Blue, <a href="mailto:Cablue1@gmail.com">Cablue1@gmail.com</a> , 678-362-2246	Serves as the community voice in providing input and expressing concerns and issues related to cleanup and redevelopment.
Grant Park Neighborhood Association	Lauren Rocerta <a href="mailto:president@gpna.org">president@gpna.org</a> , phone available upon request	Will be engaged during the redevelopment efforts.
Neighborhood Planning Unit Y	Charletta Wilson Jacks, <a href="mailto:cjacks@atlantaga.gov">cjacks@atlantaga.gov</a> , phone available upon request	City advisory council that makes recommendations to Mayor & City Council on zoning, land use, and other planning matters.
Trees Atlanta	Taryn Heidel, <a href="mailto:taryn@treesatlanta.org">taryn@treesatlanta.org</a> , 404-522-4097	Will be engaged during the redevelopment planning.
School Board representative	Leslie Grant <a href="mailto:lgrant@atlanta.k12.ga.us">lgrant@atlanta.k12.ga.us</a> , 404-802-2255	Will be engaged during the redevelopment planning.

### Incorporating Community Input

Community engagement is an integral part of AH's redevelopment efforts and has been highlighted by HUD as a best practice model in connection with AH's Choice Neighborhoods Initiative – Choice Atlanta, which is a \$430 million comprehensive neighborhood transformation effort on Atlanta's Westside. The organizations above, along with neighborhood anchor institutions, businesses, and residents, will be engaged and provided progress updates through the regularly scheduled neighborhood association and Neighborhood Planning Unit Y meetings, along with update meetings hosted by AH. Engagement with the community has already begun regarding redevelopment of the Site which provides a great platform for incorporating the cleanup initiatives in discussions with the community. AH will obtain community input and will incorporate plausible suggestions that can be incorporated into the cleanup strategy. The community will also be kept apprised of development plans for the Site as they evolve and AH will seek community input to address concerns and further build support and excitement of the improvements underway in the community.

## **TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS**

### **Proposed Cleanup Plan**

A release of SVOCs and metals have been documented in soil and VOCs, SVOCs, and metals in groundwater at the Site. These detections in groundwater and soil are likely related to the previous operations at the Site, which included a former asphalt plant and the adjacent former City of Atlanta Department of Public Works operations. A release notification and Brownfields application with a Prospective Purchaser Corrective Action Plan ("PPCAP") were submitted to EPD. The Site was accepted into the Georgia Brownfields program in January 2017. Based off of the existing known Site conditions and proposed future usage, the Site will be cleaned up to Residential Risk Reduction Standards ("RRS") so that there are no site usage restrictions for the Site. However, if the extent of the contamination is greater than originally anticipated, then certain portions of the Site may be cleaned up to the Non-Residential RRS. A separate deed will be obtained for these areas to indicate that within these boundaries only Non-Residential development is suitable.

The selected remedy to achieve compliance with a Residential or Non-Residential RRS, which were outlined in the PPCAP, may include:

- Excavation of soils impacted above the selected RRS, as characterized by analytical data;
- All activities involved with proper excavation procedures including but not limited to: dust monitoring and control, decontamination of equipment, and waste transport;
- Confirmation sampling will be completed following the excavation via the collection of soil samples from the sidewalls and floor of the excavation area. Generally, this will include one sample per 25 linear feet of excavation sidewall and one sample per 625 square feet (approximately 25 feet x 25 feet) of excavation floor;
- Backfilling of excavated areas and Site restoration; and
- Disposal of all on-site waste to a Subtitle D landfill (soil, drums, containers, and other spent materials). The waste is presumed to be non-hazardous and will be handled in a manner to prevent contamination of surrounding environment, abide by applicable laws, and protect on-site personnel.

The preferred remedy for the Site will be discussed with the EPD prior to implementation. All work will be performed in compliance with applicable Occupational Safety and Health Administration regulations and the Site-Specific Safety and Health Plan.

### **Description of Tasks and Activities**

The following tasks will be executed as a part of the Englewood North remediation.

Community Involvement: This task will be performed by AH staff in coordination with our community partners identified in the community engagement section. AH staff and the VP of Community, Governmental & External Affairs will perform this task over the course of a projected two-year project period. This will not be charged to the EPA grant.

Cleanup Planning: This task will be done jointly with AH staff and a procured environmental consultant. This task will include cleanup plan review, meetings with the consultant, site visits, report review, discussions with EPD, and finalization of the Analysis of Alternative Brownfield Corrective Action (“ABCA”). This task will be completed during 3<sup>rd</sup> quarter of the 2019 calendar year and is anticipated to take approximately 30 days. The consultant costs are estimated to be \$10,000.00. This will not be charged to the EPA grant.

Site Cleanup: This task will be completed by the procured environmental consultant with AH staff supervision. This task will include site visits, project meetings, remediation costs, report preparation, and review of reports that will be submitted to EPD. The consultant estimates that the cost will be approximately \$950,000.00 to complete the entire cleanup and reporting. The grant will provide \$500,000.00 of this cost, and AH will provide a \$100,000.00 cost share from a non-federal source. AH will leverage \$360,000.00 of Moving to Work funds for the remaining balance. The remediation efforts will take place during the 3<sup>rd</sup> through 4<sup>th</sup> quarter of the 2019-calendar year and is anticipated to take approximately 90 days. The Compliance Status Report that is required to be submitted to EPD will most likely be submitted during the 1<sup>st</sup> quarter of the 2020-calendar year.

Grant Management: This task includes the quarterly reporting and annual financial reporting. Additionally, AH staff will attend the EPA National Brownfields Conference for each of the three years of the grant period. This will not be charged to the EPA grant.

Budget Categories		Project Tasks (\$) [programmatic costs only]				
		Community Involvement	Cleanup Planning	Site Cleanup & Backfilling	Grant Management	Total
Direct Costs	Personnel	--	--	--	--	\$0
	Fringe Benefits	--	--	--	--	\$0
	Travel <sup>1</sup>	--	--	--	--	\$0
	Equipment <sup>2</sup>	--	--	--	--	\$0
	Supplies	--	--		--	\$0
	Contractual	--	--	\$500,000	--	\$500,000



Other (specify)	--	--	--	--	\$0
Total Direct Costs <sup>3</sup>	--	--	\$500,000	--	\$500,000
Indirect Costs <sup>3</sup>	--	--	--	--	\$0
<b>Total Federal Funding (Not to exceed \$500,000)</b>	--	--	\$500,000	--	\$500,000
<b>Cost Share</b> (20% of requested federal funds) <sup>4</sup>	--	--	\$100,000	--	\$100,000
<b>Total Budget (Total Direct Costs + Indirect Costs + Cost Share)</b>	--	--	\$600,000	--	\$600,000

<sup>1</sup>Travel to brownfields-related training conferences is an acceptable use of these grant funds.

<sup>2</sup>EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year. Items costing less than \$5,000 are considered supplies. Generally, equipment is not required for Cleanup grants.

<sup>3</sup>Administrative costs (direct and/or indirect) cannot exceed 5% of the total EPA-requested funds.

<sup>4</sup>Applicants must include the cost share in the budget even if applying for a cost share waiver (see Section III.B.13 for a list of applicants that may request a cost share waiver). If the applicant is successful and the cost share waiver is approved, it will be removed in pre-award negotiation.

## Measuring Environmental Results

### Outputs

Upon completion of the remediation, the Site will receive a Limitations of Liability from EPD stating that the soil on Site is in compliance with the Residential RRS or a combination of the former and Non-Residential RRS. Additionally, the Georgia Brownfields program requires that vapor encroachment concerns are addressed in the final compliance status report. If the Vapor Intrusion Screening Level Calculator or another appropriate analysis reveal that there is the potential for vapor intrusion into the proposed structures, then AH will require that a vapor barrier or other effective mitigation measure be incorporated into the design.

### Outcomes

The measurable outcomes as a result of the redevelopment of the Site include the number of affordable units, the total number of market rate units, the square footage of green space, the types of green-building practices utilized, the percentage of the applicable contracts awarded to women and minority owned businesses, and the number of Section 3 employees contracted or hired during the development. Additionally, the risk of exposure to hazardous substances will have been reduced due to the removal of the impacted soil.

## PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

### Programmatic Capability

#### Organizational Structure

The Site is owned by WRA, an affiliate of AH, whose sole member is WAH, a Georgia non-profit 501(c)(3) corporation. WAH is also an affiliate of AH. Atlanta Housing staff will implement the grant. Priya Vellaithambi, P.E., Environmental Manager at AH, will be the Project Director for

this grant. Ms. Vellaithambi is a licensed Professional Engineer in the State of Georgia and has approximately six (6) years of experience in the management of environmental cleanup projects and performing in highly regulated work environments. Her responsibilities include working closely with contracted consultants and understanding and applying regulatory authority during the decision making process to ensure timely, cost effective, and compliant cleanups of impacted sites. Kimball Peed, AH's Risk Manager, is another AH staff member who can assist Ms. Vellaithambi as needed. Kimball Peed has previous experience managing AH's environmental remediation projects. AH's finance department has experience with providing grant financial reports. This team will prepare the annual financial reports that are required to be submitted to EPA.

#### Acquiring Additional Resources

AH currently has a Master Services Agreement with eight different procured environmental services consulting firms, which Ms. Vellaithambi oversees, to utilize for grant eligible activities. Ms. Vellaithambi procured the firms following federal procurement regulations who are engaged via task orders as needed for individual projects. The scope of work of the environmental contracts include environmental assessments, the preparation of cleanup plans, execution of cleanup activities, and reporting. If AH requires additional contractors than those already under contract, then AH's Contracts and Procurement department can facilitate the procurement.

#### **Past Performance and Accomplishments**

Atlanta Housing has not received an EPA Brownfields grant but has supervised soil cleanups at several sites. Some notable sites that are similar in size and scope to Englewood North include: the former Herndon Homes (2017-2018), the former University Homes (2016), and the former Grady Homes (2008). The remediation at all three of these sites have been completed. During 2018, Ms. Vellaithambi oversaw the \$1.3 million environmental remediation of a 12-acre former public housing site, Herndon Homes, working with a contracted firm. Herndon Homes is awaiting the final letter from EPD stating that EPD has reviewed the cleanup report and agrees that no further action is needed at the time. Herndon Home is scheduled to close with a developer in June 2019. The former University Homes sites is currently under construction for the development of affordable housing. The former Grady Homes site has also been revitalized into the vibrant Auburn Pointe multi-family residence which includes affordable units. All three of these projects utilized HUD funding. AH is a Moving to Work agency and is required to provide routine reports to HUD.

**ATTACHMENT A**  
**THRESHOLD CRITERIA RESPONSE**

## **THRESHOLD CRITERIA RESPONSE**

### **Applicant Eligibility**

Westside Revitalizations Acquisitions, LLC (“WRA”) is a Georgia limited liability corporation whose sole member, Westside Affordable Housing, Inc. (“WAH”) is a 501(c)(3) non-profit corporation. In addition, both WRA and WAH are affiliates of Atlanta Housing. Attachment B includes a copy of WAH’s IRS Exempt Organization Affirmation Letter.

### **Previously Awarded Cleanup Grants**

The “Site” located at 1110 Hill Street, SE, Atlanta, Georgia, 30315 has not received funding from a previously awarded EPA Brownfields Cleanup Grant.

### **Site Ownership**

The sole owner of the Site located at 1110 Hill Street, SE, Atlanta, Georgia, 30315, is WRA. The Site was purchased by Atlanta Housing from the City of Atlanta on December 7, 2016, and was deeded from Atlanta Housing to its affiliate, WRA, on the same date. Recorded copies of the Quitclaim Deeds passing title from the City of Atlanta to Atlanta Housing and from Atlanta Housing to WRA are provided in Attachment C.

### **Basic Site Information**

- a) Site Name: Englewood North
- b) Address: 1110 Hill Street, SE, Atlanta, Georgia, 30315
- c) Current Owner: WRA, whose sole member is WAH.
- d) Proposed Date of Acquisition: Not Applicable. Site was acquired via Quitclaim Deed from the City of Atlanta by The Housing Authority of the City of Atlanta, Georgia on December 7, 2016, and was deeded from Atlanta Housing to its affiliate, Westside Revitalization Acquisitions, LLC, on the same date.

### **Status and History of Contamination at the Site**

- a) The Site is contaminated by hazardous substances.
- b) The Site has historically been used for commercial and industrial purposes. Most notably the Site operated as an asphalt plant. Currently, the property is used by the City of Atlanta Department of Watershed asphalt production plant and Live-Thrive Atlanta, Inc.’s Center for Hard to Recycle Materials (“CHaRM”).
- c) The soil on the Site has concentrations of lead and semi-volatile organic compounds (“SVOCs”) that exceed the Georgia Environmental Protection Division (“EPD”) notification concentration. The concentrations also exceed the EPD Residential Risk Reduction Standards (“RRS”).
- d) It is unknown how the Site became contaminated. The site has historically been used for commercial and industrial purposes. Most notably, the site was previously occupied by an asphalt production plant. The constituents found in the soil are commonly found throughout the City of Atlanta in urban fill. Approximately 10,000 cubic yards of soil will need to be removed so that the Site is in compliance with the Residential RRS. Groundwater is also impacted with tetrachloroethylene (“PCE”). However, since there are no nearby drinking water wells or other sensitive receptors, it is unlikely that EPD will require groundwater remediation.

### **Brownfields Site Definition**

The Site is NOT:

- a) listed or proposed for listing on the National Priorities List;
- b) subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA; and
- c) subject to the jurisdiction, custody, or control of the U.S. government.

### **Environmental Assessment**

An initial Phase II environmental site assessment (“ESA”) was performed on October 23-November 3, 2016. After receiving the results, it was determined that further assessment was needed in order to determine the extent of the impacted soil. A supplemental Phase II ESA was performed throughout November 2016. The findings were reported as one report dated December 21, 2016. Upon acquisition, AH submitted a Brownfields application to EPD. The application requires a corrective action plan. Both the application and corrective action plan were approved by EPD on January 23, 2017.

### **Enforcement or Other Actions**

Atlanta Housing submitted a release notification to the EPD in January 2017. AH also submitted a Brownfields application and a Prospective Purchaser Corrective Action Plan in January 2017. Both were approved by the Brownfields Division at EPD on January 23, 2017. There are no environmental liens on the Site. The Site will receive a Limitations of Liability letter after remediation and submittal and approval of a compliance status report by EPD.

### **Sites Requiring a Property-Specific Determination**

The Site does not require a Property-Specific Determination.

### **Property Ownership Eligibility – Hazardous Substance Sites**

WRA is asserting the Bona Fide Prospective Purchaser (“BFPP”) liability protection.

- a)
  - i. The Site was acquired by negotiated purchase and transfer from the City of Atlanta.
  - ii. The Site was acquired on December 7<sup>th</sup>, 2016.
  - iii. The Site is owned in fee simple by Westside Revitalization Acquisitions, LLC (“WRA”). A Declaration of Trust (“DOT”) in favor of The U.S. Department of Housing and Urban Development (“HUD”) requiring that the Site be used for affordable housing purposes is recorded on the Site (See Attachment C).
  - iv. The Site was purchased from the City of Atlanta.
  - v. WRA is not liable in any way for contamination at the Site and is not affiliated with any other person potentially liable for the contamination. The City of Atlanta previously owned the Site; however, the City of Atlanta is not a member of, holds no stock in, has no ownership interest in and is not an affiliate of WRA or its sole member, Westside Affordable Housing, Inc. (“WAH”). WRA leased a portion of the 1110 Hill Street Site to the City of Atlanta and the City of Atlanta’s former tenant, Live-Thrive Atlanta, Inc., in order that those entities could continue operations on the Site until they are able to move operations to a new location. Live-Thrive Atlanta, Inc. operates a recycling facility (“CHaRM”).

- b) i. In October 2016, a Phase I ESA using the ASTM E1527-13 standard practice was prepared. A Phase II ESA was also completed prior to acquisition. The reports were prepared for the Housing Authority of the City of Atlanta, Georgia. WAH, the sole member of WRA, is an affiliate of AH.
- ii. KEMRON Environmental Services, Inc. performed the Phase I and II ESAs. KEMRON is a licensed engineering firm in the State of Georgia. The professionals who prepared the report meet the ASTM qualifications of an environmental professional.
- iii. The Phase I ESA was completed within 180 days of the acquisition of the Site.
- c) All disposal of hazardous substances at the Site occurred before WRA's acquisition of the Site. WRA did not arrange for the disposal of hazardous substances at the Site or transported hazardous substances to the Site. WRA did arrange for the disposal of soil drummed during the Phase II investigations, which were considered non-hazardous waste.
- d) Upon acquisition, Atlanta Housing entered into a lease agreement with the City of Atlanta Department of Watershed Management and Live-Thrive Atlanta, Inc., the previous occupants of the Site.
- e) i. The Phase II ESA did not reveal an active source, such as a leaking underground storage tank. The lease agreement addresses hazardous substances and states that the tenant shall abide by all hazardous substances regulations. Please, see Attachment D for the lease agreement.
- ii. The lease agreement addresses hazardous substances and states that the tenant shall abide by all hazardous substances regulations. Please, see Attachment D for the lease agreement. The lease allows for Live-Thrive Atlanta, Inc. to operate, manage and maintain the CHaRM facility to collect and process household hazardous waste, bulky trash and other hard to recycle items from residents of the City of Atlanta.
- iii. The current tenants are aware of the pre-existing Site conditions. EPD is aware of the current Site usage and has not required any immediate action. Additionally, the tenant is required to notify the landlord and get approval prior to any Site improvements. WRA would then be able to determine if there is a potential exposure risk.

WRA confirms commitment to:

- (i) comply with any land use restrictions and not impede the effectiveness or integrity of any institutional controls;
- (ii) assist and cooperate with those performing the cleanup and provide access to the property;
- (iii) comply with all information requests and administrative subpoenas that have or may be issued in connection with the property; and
- (iv) provide all legally required notices.

### **Cleanup Authority and Oversight Structure**

- a. The Site has been accepted into the Georgia Brownfields program. Georgia EPD's Brownfield division will oversee the cleanup. Additional technical expertise will be utilized. Atlanta Housing has already secured eight environmental consulting firms. These firms are currently under contract with AH. The firms were procured competitively according to 2 CFR §§ 200.317 through 200.326.
- b. If contamination extends to the north of the Site, AH will coordinate with Atlanta BeltLine, Inc., if needed. AH is currently in the process of negotiating with the City of Atlanta to acquire the

adjacent property to the south (360 Hill Street). However, at this time, it is not anticipated that EPD will require any coordination with adjacent property owners.

### **Community Notification**

A community notification advertisement was published in the local newspaper, the Atlanta Journal Constitution, from January 9-11, 2019. In addition, a notification was posted on the Atlanta Housing website. Copies of the notifications are included in Attachment E.

Atlanta Housing attended the regularly scheduled Chosewood Park Neighborhood Association meeting on January 14, 2019. The community meeting documents are provided in Attachment E.

### **Statutory Cost Share**

The Housing Authority of the City of Atlanta, Georgia has allocated \$100,000 of non-federal funds for the cleanup of Englewood North if awarded the EPA Brownfield Cleanup Grant. Attachment F is the Resolution committing the cost share from a non-federal source and the leveraged Moving to Work funding.



**ATTACHMENT B**  
**NON-PROFIT STATUS**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 24 2004**

WESTSIDE AFFORDABLE HOUSING INC  
C/O GLORIA J GREEN  
230 JOHN WESLEY DOBBS AVE, NE  
ATLANTA, GA 30303-2421

Employer Identification Number:  
02-0567158  
DLN:  
17053063033044  
Contact Person:  
THOMAS M KALLMAN / ID# 31383  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
509(a)(3)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 29, 2001  
Contribution Deductibility:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

WESTSIDE AFFORDABLE HOUSING INC

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

Forms and instructions may be obtained by calling toll free 1-800-829-3676, through the Internet Web Site at [www.irs.gov](http://www.irs.gov), and also at local tax assistance centers.

Additional information about any topic discussed below may be obtained through our customer service function by calling toll free 1-877-829-5500 between 8:00 a.m. - 6:30 p.m. Eastern time.

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE Customer Account Services Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve your organization, provide the Customer Account Services Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. Form 990 (or Form 990-EZ) is filed with the Ogden Submission Processing Center, Ogden UT 84201-0027.

You are required to file a Form 990 only if your gross receipts are normally more than \$25,000.

If your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000, you may file Form 990-EZ. If your gross receipts are over \$100,000, or your total assets are over \$250,000, you must file the complete Form 990. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to timely file a complete return. For additional information on penalties, see Form 990 instructions or call our toll free number.

If your receipts are below \$25,000, and we send you a Form 990 Package, follow the instructions in the package on how to complete the limited return to advise us that you are not required to file.

If your exemption letter states that you are not required to file Form 990, you

WESTSIDE AFFORDABLE HOUSING INC

are exempt from these requirements.

UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax.

1. Income you receive from the performance of your exempt activity is not unrelated business income.
2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, is not unrelated business income.
3. Income from routine investments such as certificates of deposit, savings accounts, or stock dividends is usually not unrelated business income.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by

#### WESTSIDE AFFORDABLE HOUSING INC

providing a written statement listing any cash contribution or describing any donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution. For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

#### CONTRIBUTIONS OF MORE THAN \$75 AND CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

#### EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction involving your organization, you should report the transaction on Form 990 or 990-EZ. Additional information can be

## WESTSIDE AFFORDABLE HOUSING INC

found in the instructions for Form 990 and Form 990-EZ, or you may call our toll free number to obtain additional information on how to correct and report this transaction.

### EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax (FUTA).

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

### CHURCHES

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

### PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

Public charities are generally those that either have broad public support or actively function in a supporting relationship to those organizations.

Public charities enjoy several advantages over private foundations. There are certain excise taxes that apply to private foundations but not to public charities. A private foundation must also annually file Form 990-PF, Return of Private Foundation, even if it had no revenue or expenses.

WESTSIDE AFFORDABLE HOUSING INC

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 520, Scholarships and Fellowships.



**ATTACHMENT C**

**QUITCLAIM DEED FROM THE HOUSING AUTHORITY OF THE CITY OF  
ATLANTA, GEORGIA TO WESTSIDE REVITALIZATION ACQUISITIONS, INC.**

**QUITCLAIM DEED FROM CITY OF ATLANTA TO THE HOUSING AUTHORITY OF  
THE CITY OF ATLANTA, GEORGIA**

**AND**

**HUD DECLARATION OF TRUST**

Deed Book 56949 Pg. 234  
Filed and Recorded Dec-09-2016 09:47am  
2016-0343986  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

AFTER RECORDING RETURN TO:  
Frank J. Kralicek  
Hughes White Kralicek, P.C.  
2300 Windy Ridge Pkwy, Suite 570 South  
Atlanta, Georgia 30339-5665

33886

**QUITCLAIM DEED**

THIS INDENTURE, made as of the 7<sup>th</sup> day of December, 2016, among **THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA**, a public body corporate and politic, (hereinafter referred to as "GRANTOR"), and **WESTSIDE REVITALIZATION ACQUISITIONS, LLC**, a Georgia limited liability company (hereinafter referred to as "GRANTEE") ("GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto GRANTEE, all that tract or parcel of land lying and being in Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the said described premises to GRANTEE, so that neither GRANTOR nor any person or persons claiming under GRANTOR, shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed this Quitclaim Deed on the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered  
in the presence of

*Janina Barnes*  
Unofficial Witness

**THE HOUSING AUTHORITY OF THE  
CITY OF ATLANTA, GEORGIA**

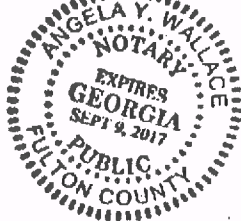
By: *Catherine V. Buell*  
**Catherine V. Buell, President and  
Chief Executive Officer**

*Angela Y. Wallace*  
Notary Public

My Commission Expires:

9/9/17

[NOTARIAL SEAL]



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 42 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A PK NAIL SET AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE EAST RIGHT OF WAY LINE OF HILL STREET (50 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 53 MINUTES 28 SECONDS EAST, 93.18 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 278.00 FEET TO A PK NAIL SET; SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 251.62 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, ON THE ARC OF A CURVE TO THE LEFT 62.13' (SAID CURVE HAVING A RADIUS OF 3025.00 FEET AND A CHORD OF NORTH 01 DEGREES 08 MINUTES 18 SECONDS EAST, 62.13 FEET) TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, 65.90 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA) ON THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY (RIGHT OF WAY WIDTH VARIES; 50 FEET SOUTH OF CENTERLINE OF EXISTING RAILROAD TRACK AT THIS POINT);

THENCE LEAVING THE EAST RIGHT OF WAY LINE OF HILL STREET, ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY, AND PARALLEL TO THE CENTERLINE OF EXISTING RAILROAD TRACK, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 788.42 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE ARC OF A CURVE TO THE LEFT 166.15 FEET' (SAID CURVE HAVING A RADIUS OF 2744.40 FEET AND A CHORD OF NORTH 88 DEGREES 36 MINUTES 53 SECONDS EAST, 166.13 FEET) TO A CALCULATED CORNER LOCATED ON THE WEST RIGHT OF WAY LINE OF MAILING AVENUE (FKA RAWLINGS STREET; 60' TOTAL RIGHT OF WAY WIDTH; 25' WEST OF CENTERLINE); SAID POINT BEING LOCATED NORTH 02 DEGREES 19 MINUTES 04 SECONDS EAST, 20.00 FEET FROM A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA); SET AS A REFERENCE MONUMENT;

THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 19 MINUTES 04 SECONDS WEST, 354.76 FEET TO A POINT;

THENCE CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 33 MINUTES 14 SECONDS WEST, 414.32 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE;

THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 88 DEGREES 35 MINUTES 42 SECONDS WEST, 173.47 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE,  
NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST, 216.49 FEET TO A PK NAIL SET;

THENCE LEAVING THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 00  
DEGREES 36 MINUTES 57 SECONDS WEST, 371.68 FEET TO A PK NAIL SET;

THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, 537.34 FEET TO THE POINT OF  
BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 11.8295 ACRES (515,295 SQUARE FEET) AS  
DEPICTED ON A SURVEY FOR: THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA,  
WESTSIDE REVITALIZATION ACQUISITIONS, LLC, AND FIRST AMERICAN TITLE INSURANCE  
COMPANY, PREPARED BY SEILER AND ASSOCIATES, INC., BEARING SEAL AND CERTIFICATION  
OF KEITH R. SEILER, GRLS NO. 2388, DATED DECEMBER 5, 2016.

Prepared by and after recording return to:

**AFTER RECORDING RETURN TO:**  
Frank J. Kralicek  
Hughes White Kralicek, P.C.  
2300 Windy Ridge Pkwy, Suite 570 South  
Atlanta, Georgia 30339-5665

CCC  
CCC  
CCC

**RECEIVED**

**DEC 09 2016**

**CATHELENE ROBINSON, C.S.C.**

**D.C.S.C. Fulton Co., Ga.**

**QUITCLAIM DEED**

**THIS INDENTURE**, made this 7<sup>th</sup> day of December, 2016 by and between **CITY OF ATLANTA**, a municipality of the State of Georgia whose address is Attn: Office of Enterprise Assets Management, 68 Mitchell Street, SW, Suite 1225, Atlanta, Georgia 30303 (hereinafter referred to as "Grantor"), and **THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA**, a public body corporate and politic of the State of Georgia, whose address is 230 John Wesley Dobbs Avenue, Atlanta, Georgia 30303-2421 (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits and shall include the singular and plural, and the masculine, feminine, and neuter, as the context so requires).

**WITNESSETH:**

THAT: Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release and forever quitclaim unto Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described real property, to-wit:

**ALL THAT TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY").**

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described Property or its appurtenances.

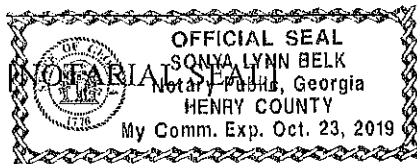
IN WITNESS WHEREOF, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

Commission Expiration Date:



**CITY OF ATLANTA**  
a municipality of the State of Georgia

By: [Signature]  
Name: Kasim Reed  
Title: Mayor

**ATTEST:**

[Signature]  
Municipal Clerk (Interim Deputy)

[SEAL]

**RECOMMENDED:**

By: [Signature]  
Name: JOHN C. LARUELLE  
Title: DIRECTOR OF REAL ESTATE

**APPROVED AS TO FORM:**

By: [Signature]  
Name: JOHANNA L. GOODMARK  
Title: CHIEF COUNSEL



Exhibit "A"

Legal Description of the Property from Survey

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 42 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A PK NAIL SET AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE EAST RIGHT OF WAY LINE OF HILL STREET (50 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 53 MINUTES 28 SECONDS EAST, 93.18 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 278.00 FEET TO A PK NAIL SET; SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 251.62 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, ON THE ARC OF A CURVE TO THE LEFT 62.13' (SAID CURVE HAVING A RADIUS OF 3025.00 FEET AND A CHORD OF NORTH 01 DEGREES 08 MINUTES 18 SECONDS EAST, 62.13 FEET) TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, 65.90 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA) ON THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY (RIGHT OF WAY WIDTH VARIES; 50 FEET SOUTH OF CENTERLINE OF EXISTING RAILROAD TRACK AT THIS POINT);

THENCE LEAVING THE EAST RIGHT OF WAY LINE OF HILL STREET, ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY, AND PARALLEL TO THE CENTERLINE OF EXISTING RAILROAD TRACK, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 788.42 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE ARC OF A CURVE TO THE LEFT 166.15 FEET' (SAID CURVE HAVING A RADIUS OF 2744.40 FEET AND A CHORD OF NORTH 88 DEGREES 36 MINUTES 53 SECONDS EAST, 166.13 FEET) TO A CALCULATED CORNER LOCATED ON THE WEST RIGHT OF WAY LINE OF MAILING AVENUE (FKA RAWLINGS STREET; 60' TOTAL RIGHT OF WAY WIDTH; 25' WEST OF CENTERLINE); SAID POINT BEING LOCATED NORTH 02 DEGREES 19 MINUTES 04 SECONDS EAST, 20.00 FEET FROM A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA); SET AS A REFERENCE MONUMENT;

THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 19 MINUTES 04 SECONDS WEST, 354.76 FEET TO A POINT;

THENCE CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 33 MINUTES 14 SECONDS WEST, 414.32 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE;

THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 88 DEGREES 35 MINUTES 42 SECONDS WEST, 173.47 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST, 216.49 FEET TO A PK NAIL SET;

THENCE LEAVING THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 00 DEGREES 36 MINUTES 57 SECONDS WEST, 371.68 FEET TO A PK NAIL SET;

THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, 537.34 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING **11.8295 ACRES (515,295 SQUARE FEET)** AS DEPICTED ON A SURVEY FOR: THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, WESTSIDE REVITALIZATION ACQUISITIONS, LLC, AND FIRST AMERICAN TITLE INSURANCE COMPANY, PREPARED BY SEILER AND ASSOCIATES, INC., BEARING SEAL AND CERTIFICATION OF KEITH R. SEILER, GRLS NO. 2388, DATED DECEMBER 5, 2016.

**AFTER RECORDING RETURN TO:**

Frank J. Kralicek  
Hughes White Kralicek, P.C.  
2300 Windy Ridge Pkwy, Suite 570 South  
Atlanta, Georgia 30339-5665

**CROSS REFERENCE:**

Deed Book \_\_\_\_ Page \_\_\_\_  
Fulton County, Georgia Records

**Declaration of Trust**  
(Development Grant Projects \*)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB 2577-0075  
exp. 10/31/2017

Whereas, THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA (herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws or ordinances of the State of GEORGIA, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract (herein called the Annual Contributions Contract) and a certain Development Project Grant Amendment to the Annual Contributions Contract, providing for a grant to be made by HUD to assist the PHA in financing a lower income housing project; and

Whereas, as of the date of the execution of this Declaration of Trust, the Development Project Grant Amendment and the Annual Contributions Contract cover the lower income housing project located in the City of Atlanta, County of Fulton, State of GEORGIA, which will provide approximately N/A dwelling units; and which lower income housing project will be known as: Project No. N/A; and

Whereas, the Project and acquisition of the site or sites thereof will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Development Project Grant Amendment and Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in the City of Atlanta, County of Fulton, State of GEORGIA.

To Wit: See the legal description of the Project property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and all buildings and fixtures erected or to be erected thereon or appurtenant thereto (the "Property").

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1), to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in the Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of the Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. 1437, et seq., or (2), with the approval of HUD, release the Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of the Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of the Project shall be effective to release such property from the trust hereby created.

Upon expiration of the period during which the PHA is obligated to operate the Project in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date 12/1/2016.

(Seal)

Signed, sealed and delivered in the Presence of:

Jamelle Barnes  
Official Witness

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA

By Catherine V. Buell  
Name: Catherine V. Buell  
Title: President and Chief Executive Officer

Angela Y. Wallace  
Notary Public

Attest: J. G. Vranian

By: Paul Vranian, Assistant Secretary

My Commission Expires: 9/9/17

(AFFIX NOTARIAL SEAL)



Date: 12/1/2016

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 42 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A PK NAIL SET AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE EAST RIGHT OF WAY LINE OF HILL STREET (50 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 53 MINUTES 28 SECONDS EAST, 93.18 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 278.00 FEET TO A PK NAIL SET; SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 251.62 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, ON THE ARC OF A CURVE TO THE LEFT 62.13' (SAID CURVE HAVING A RADIUS OF 3025.00 FEET AND A CHORD OF NORTH 01 DEGREES 08 MINUTES 18 SECONDS EAST, 62.13 FEET) TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, 65.90 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA) ON THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY (RIGHT OF WAY WIDTH VARIES; 50 FEET SOUTH OF CENTERLINE OF EXISTING RAILROAD TRACK AT THIS POINT);

THENCE LEAVING THE EAST RIGHT OF WAY LINE OF HILL STREET, ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY, AND PARALLEL TO THE CENTERLINE OF EXISTING RAILROAD TRACK, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 788.42 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE ARC OF A CURVE TO THE LEFT 166.15 FEET' (SAID CURVE HAVING A RADIUS OF 2744.40 FEET AND A CHORD OF NORTH 88 DEGREES 36 MINUTES 53 SECONDS EAST, 166.13 FEET) TO A CALCULATED CORNER LOCATED ON THE WEST RIGHT OF WAY LINE OF MAILING AVENUE (FKA RAWLINGS STREET; 60' TOTAL RIGHT OF WAY WIDTH; 25' WEST OF CENTERLINE); SAID POINT BEING LOCATED NORTH 02 DEGREES 19 MINUTES 04 SECONDS EAST, 20.00 FEET FROM A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA); SET AS A REFERENCE MONUMENT;

THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 19 MINUTES 04 SECONDS WEST, 354.76 FEET TO A POINT;

THENCE CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 33 MINUTES 14 SECONDS WEST, 414.32 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE;

THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 88 DEGREES 35 MINUTES 42 SECONDS WEST, 173.47 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE,  
NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST, 216.49 FEET TO A PK NAIL SET;

THENCE LEAVING THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 00  
DEGREES 36 MINUTES 57 SECONDS WEST, 371.68 FEET TO A PK NAIL SET;

THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, 537.34 FEET TO THE POINT OF  
BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING **11.8295 ACRES (515,295 SQUARE FEET)** AS  
DEPICTED ON A SURVEY FOR: THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA,  
WESTSIDE REVITALIZATION ACQUISITIONS, LLC, AND FIRST AMERICAN TITLE INSURANCE  
COMPANY, PREPARED BY SEILER AND ASSOCIATES, INC., BEARING SEAL AND CERTIFICATION  
OF KEITH R. SEILER, GRLS NO. 2388, DATED DECEMBER 5, 2016.

**ATTACHMENT D**

**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LIVE-THRIVE USE  
AGREEMENT**

**LEASE AGREEMENT BETWEEN ATLANTA HOUSING AND CITY OF ATLANTA  
(WITH COPY OF LIVE-THRIVE USE AGREEMENT)**

**FIRST AMENDMENT TO LEASE AGREEMENT**

**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF  
LIVE-THRIVE USE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LIVE-THRIVE USE AGREEMENT (this "Agreement") is made and entered into as of the 1<sup>st</sup> day of December, 2016 ("Effective Date"), by and among the CITY OF ATLANTA, a municipal corporation of the State of Georgia (the "City"), THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA ("AHA") and LIVE-THRIVE ATLANTA, INC., a Georgia nonprofit corporation ("Live-Thrive").

**WITNESSETH:**

WHEREAS, the City and AHA are parties to that certain Agreement for the Exchange of Real Property dated November 23, 2016 (the "Exchange Agreement");

WHEREAS, pursuant to the Exchange Agreement and contemporaneously with the execution of this Agreement, the City has conveyed to AHA certain real property located in Atlanta, Fulton County, Georgia, and being described on Exhibit A (the "Property");

WHEREAS, in connection with the conveyance of the Property, the City desires to transfer and assign to AHA all of City's right, title and interest in and to that certain Use Agreement with Live-Thrive dated December 5, 2014 affecting a portion of the Property (the "Use Agreement"), and AHA desires to assume the City's obligations thereunder; and

WHEREAS, pursuant to the Exchange Agreement, the City and AHA agreed to amend certain provisions of the Use Agreement, and Live-Thrive has consented to such amendment.

NOW, THEREFORE, for and in consideration of One and No/100 Dollars (\$1.00) in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the City, AHA and Live-Thrive hereby agree as follows:

1. Assignment. The City unconditionally and absolutely assigns, transfers, sets over and conveys to AHA all of the City's right, title and interest in, to and under the Use Agreement.

2. Assumption. AHA hereby assumes and agrees to perform all of the City's duties and obligations under the Use Agreement arising from and after the date of this Agreement. AHA will be solely responsible for any claims, damages, and costs arising out of or in connection with the Use Agreement from and after the date of this Agreement.

3. Amendment of Use Agreement. Subsection 9.2 of the Use Agreement is hereby amended by adding the following sentence to the end of that Subsection:

Notwithstanding foregoing, AHA agrees that, so long as that certain Lease Agreement of even date herewith between City and AHA (the "City Lease") remains in full force and effect, AHA will not exercise its right to terminate for convenience with an effective date of termination that occurs prior to the expiration or earlier termination of the City Lease.



4. Authority. The City, AHA, and Live-Thrive each hereby represent that the person signing on behalf of such respective party has the full right and authority to enter into this Agreement and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected. Upon request, a party will deliver to the requesting party a true, correct and certified copy of the enabling or authorizing resolutions adopted by the City, AHA or Live-Thrive, as applicable.

5. No Default. To the actual knowledge of each of City and Live-Thrive, neither City nor Live-Thrive is in default of the Use Agreement, and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, would constitute a default under the Use Agreement. For purposes of this Section 5, the City's knowledge shall mean the actual knowledge of Michael Dobson, Senior Administrative Analyst.

6. Miscellaneous. Except as specifically provided herein, the Use Agreement is unchanged and remains in full force and effect. This Agreement will inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors and permitted assigns. This Agreement may be executed in counterparts, each of which will be deemed an original and all of such counterparts together will constitute one and the same Agreement. For purposes of this Agreement, any signature transmitted electronically via e-mail shall be considered to have the same binding and legal effect as any original signature. This Agreement will be governed by, and construed under, the internal laws of the State of Georgia. The exhibits attached to this Agreement are hereby incorporated herein by reference thereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day, month and year first above written.

CITY OF ATLANTA,  
a municipal corporation of the State of Georgia

By: 

KASIM REED, MAYOR

ATTEST:

By: 

Title: MUNICIPAL CLERK (Interim Deputy)

[SEAL]

APPROVED AS TO FORM:

By: 

Title: CITY ATTORNEY CHIEF COUNSEL

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT, ASSUMPTION AND AMENDMENT  
OF LIVE-THRIVE USE AGREEMENT]

**THE HOUSING AUTHORITY OF THE CITY  
OF ATLANTA, GEORGIA**

By: Catherine Buell  
Catherine Buell  
President and Chief Executive Officer

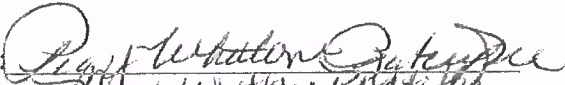
[SEAL]



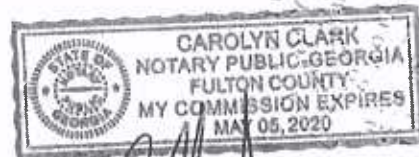
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT, ASSUMPTION AND AMENDMENT  
OF LIVE-THRIVE USE AGREEMENT]

**LIVE-THRIVE ATLANTA, INC.,**  
a Georgia nonprofit corporation

By:   
Name: Peggy Whitworth  
Title: Executive Director

[SEAL]



 12/6/16

**EXHIBIT A**  
**PROPERTY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 42 OF THE 14TH DISTRICT OF FULTON COUNTY (CITY OF ATLANTA), GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A PK NAIL SET AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE (60 FOOT TOTAL RIGHT OF WAY WIDTH) AND THE EAST RIGHT OF WAY LINE OF HILL STREET (50 FOOT TOTAL RIGHT OF WAY WIDTH);

THENCE ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 53 MINUTES 28 SECONDS EAST, 93.18 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 278.00 FEET TO A PK NAIL SET; SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 01 DEGREES 43 MINUTES 36 SECONDS EAST, 251.62 FEET TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, ON THE ARC OF A CURVE TO THE LEFT 62.13' (SAID CURVE HAVING A RADIUS OF 3025.00 FEET AND A CHORD OF NORTH 01 DEGREES 08 MINUTES 18 SECONDS EAST, 62.13 FEET) TO A POINT;

THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL STREET, NORTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, 65.90 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA) ON THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY (RIGHT OF WAY WIDTH VARIES; 50 FEET SOUTH OF CENTERLINE OF EXISTING RAILROAD TRACK AT THIS POINT);

THENCE LEAVING THE EAST RIGHT OF WAY LINE OF HILL STREET, ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD COMPANY, AND PARALLEL TO THE CENTERLINE OF EXISTING RAILROAD TRACK, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 788.42 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE ARC OF A CURVE TO THE LEFT 166.15 FEET' (SAID CURVE HAVING A RADIUS OF 2744.40 FEET AND A CHORD OF NORTH 88 DEGREES 36 MINUTES 53 SECONDS EAST, 166.13 FEET) TO A CALCULATED CORNER LOCATED ON THE WEST RIGHT OF WAY LINE OF MAILING AVENUE (FKA RAWLINGS STREET; 60' TOTAL RIGHT OF WAY WIDTH; 25' WEST OF CENTERLINE); SAID POINT BEING LOCATED NORTH 02 DEGREES 19 MINUTES 04 SECONDS EAST, 20.00 FEET FROM A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER & ASSOCIATES LSF# 390 GEORGIA); SET AS A REFERENCE MONUMENT;

THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF THE ATLANTA AND WEST POINT RAILROAD, ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 19 MINUTES 04 SECONDS WEST, 354.76 FEET TO A POINT;

THENCE CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF MAILING AVENUE, SOUTH 02 DEGREES 33 MINUTES 14 SECONDS WEST, 414.32 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND ON THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE;

THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 88 DEGREES 35 MINUTES 42 SECONDS WEST, 173.47 FEET TO A POINT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE,  
NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST, 216.49 FEET TO A PK NAIL SET;

THENCE LEAVING THE NORTH RIGHT OF WAY LINE OF ENGLEWOOD AVENUE, NORTH 00  
DEGREES 36 MINUTES 57 SECONDS WEST, 371.68 FEET TO A PK NAIL SET;

THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, 537.34 FEET TO THE **POINT OF  
BEGINNING.**

SAID TRACT OR PARCEL OF LAND CONTAINING **11.8295 ACRES (515,295 SQUARE FEET)** AS  
DEPICTED ON A SURVEY FOR: THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA,  
WESTSIDE REVITALIZATION ACQUISITIONS, LLC, AND FIRST AMERICAN TITLE INSURANCE  
COMPANY, PREPARED BY SEILER AND ASSOCIATES, INC., BEARING SEAL AND CERTIFICATION  
OF KEITH R. SEILER, GRLS NO. 2388, DATED DECEMBER 5, 2016.

STATE OF GEORGIA     )  
                                      )  
COUNTY OF FULTON     )

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 7th day of December, 2016 (the "Effective Date") by and between THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA ("Landlord"), and CITY OF ATLANTA ("Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1.     (a)     **Fundamental Terms.** The following is a summary of certain fundamental terms of this Lease.

                  (i)     Landlord: The Housing Authority of the City of Atlanta, Georgia

                  (ii)    Tenant: City of Atlanta

                  (iii)   Address of Premises: 1110 Hill Street, Atlanta, Georgia; NW corner of Englewood and Mailing Avenues, Atlanta, Georgia.

                  (iv)    Term: One (1) year from the Commencement Date. However, subject to approval by the United States Department of Housing and Urban Development, Landlord and Tenant contemplate executing an amendment, in the form of the attached **Exhibit D**, which would extend the Lease, at Tenant's option, for eighteen (18) months, as further set forth in Section 17(a), below.

                  (b)     **Definitions.** As used in this Lease,

                          (i)     "Acquisition Dates" shall have the meaning set forth in Section 8(b)(ii).

                          (ii)    "Additional Rent" shall have the meaning set forth in Section 3(b).

                          (iii)   "Alterations" shall have the meaning set forth in Section 6(a).

                          (iv)    "Buildings" shall mean the storage shed located on the 1110 Hill Parcel and the office building, mobile office, warehouses and sheds, encompassing approximately 30,582 square feet in the aggregate, located on the Mailing Parcel.



- (v) **"Casualty"** shall have the meaning set forth in Section 10(a).
- (vi) **"Commencement Date"** shall have the meaning set forth in Section 2(a).
- (vii) **"Event of Default"** shall have the meaning set forth in Section 13.
- (viii) **"Governmental Authorities"** shall mean any applicable federal, state or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Premises, the Improvements, Landlord or Tenant.
- (ix) **"Hazardous Substances"** shall mean any substance, whether solid, liquid or gaseous which is now or hereafter during the Term listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Hazardous Substances Law; or which is or contains radon, urea formaldehyde foam insulation, explosive or radioactive material; or which causes a contamination on the Premises or any adjacent property or causes a hazard to the environment; provided, however, that the foregoing definition of "Hazardous Substances" shall not be deemed to include (A) the existence on the Premises of standard cleaning, pesticide and maintenance fluids, equipment and materials in normal quantities customarily used by Tenant in connection with the Permitted Use and in compliance with applicable Legal Requirements, but only so long as the quantities thereof would not pose a threat to the environment, or would necessitate a "response" or "removal" action as those terms are defined in CERCLA (as hereinafter defined), and so long as Tenant complies or causes compliance with all Legal Requirements; or (B) oil and gasoline products in normal quantities customarily used in compliance with applicable Legal Requirements in connection with the operation of the Premises.
- (x) **"Hazardous Substances Contamination"** means: (A) the presence of any Hazardous Substances on, in, under or above the Improvements, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements of the Premises at concentrations exceeding any action, remedial or cleanup levels under Hazardous Substances Laws, as applicable based on the current use of the Premises by Tenant, or (B) the presence of any Hazardous Substances on, in, under or above the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements of any other property as a result of Hazardous Substances emanating from the Premises at concentrations exceeding any action, remedial or cleanup levels under Hazardous Substances Laws as applicable based on the current use of such other property.
- (xi) **"Hazardous Substances Laws"** mean any federal, state or local laws, statutes, ordinances, codes, rules, or regulations that pertain to health, safety, any Hazardous Substances, Hazardous Substances Contamination or the environment

(including ground, air, water, noise pollution or contamination, and underground or above-ground storage tanks) and shall include without limitation: the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Georgia Air Quality Act; the Georgia Underground Storage Tank Act; the Georgia Water Quality Control Act; the Georgia Comprehensive Solid Waste Management Act; the Georgia Oil or Hazardous Material Spills or Releases Act; the Georgia Hazardous Waste Management Act; the Georgia Hazardous Site Response Act and any other state or federal environmental statutes, and all rules, and regulations now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect during the Term.

(xii) **"Improvements"** shall mean the Buildings, facilities, fixtures, furniture, attachments, appliances, equipment, machinery and other personal property attached to the Premises.

(xiii) **"Legal Requirements"** means all laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force, applicable to Landlord, Tenant, the Premises, the Improvements, or any portion thereof, to the extent so applicable, including Hazardous Substances Laws.

(xiv) **"Live-Thrive Use Agreement"** shall mean that certain Use Agreement, dated December 5, 2014, between Tenant and Live-Thrive Atlanta, Inc., as assigned to Landlord and amended, for the collection and processing of certain household hazardous waste, bulky trash and other hard-to-recycle items on a portion of the 1110 Hill Parcel, a copy of which agreement is attached hereto as **Exhibit B**.

(xv) **"Permitted Exceptions"** shall have the meaning set forth in Section 5(a).

(xvi) **"Permitted Use"** shall have the meaning set forth in Section 4.

(xvii) **"Person"** shall mean an individual, partnership, corporation, limited liability company, trust, unincorporated association or other entity or association.

(xviii) **"Premises"** shall mean (A) the property commonly known as 1110 Hill Street, containing approximately 4.13 acres, less and except the portion of such tax parcel licensed to Live-Thrive Atlanta, Inc. under the Live-Thrive Use Agreement



("Live-Thrive License Area") (the "1110 Hill Parcel"); and (B) the property located at the northwest corner of Englewood and Mailing Avenues (the "Mailing Parcel"), including all Improvements associated with the 1110 Hill Parcel and the Mailing Parcel, as depicted on Exhibit A attached hereto.

(xix) "Real Estate Taxes" shall have the meaning set forth in Section 7(a).

(xx) "Release" shall have the meaning set forth in CERCLA Section 101(22), 42 U.S.C. §9601(22).

(xxi) "Rent" shall have the meaning set forth in Section 3(a).

(xxii) "Stockpiles" shall have the meaning set forth in Section 5(f).

(xxiii) "Taking" shall have the meaning set forth in Section 11.

(xxiv) "Term" shall mean and include the period of this Lease, as set forth in Section 1(a)(iv) above, subject to earlier termination as provided in this Lease.

(xxv) "Termination Date" shall have the meaning set forth in Section 2(a).

(c) Exhibits. The following exhibits are attached hereto and by this reference made a part hereof (collectively, "Exhibits"):

Exhibit A	Description of Premises
Exhibit B	Copy of Live-Thrive Use Agreement
Exhibit C	Permitted Exceptions
Exhibit D	Form of Amendment

## 2. Lease and Term.

(a) Term. As used herein, the "Commencement Date" shall be the date on which Tenant conveys fee simple title to the Premises to Landlord, and Landlord contemporaneously tenders possession of the Premises to Tenant, so that Tenant can continue its current operations at the Premises. The Term shall terminate on the last day of the period described in Section 1(a)(iv) above or such earlier date as may be applicable in accordance with the terms of this Lease (the "Termination Date").

(b) Holding Over. If Tenant remains in possession of the Premises beyond the Term notwithstanding Landlord's written objection of same, then Tenant shall be a Tenant from month-to-month upon the same terms and conditions as those applicable to the most recent

period prior to the expiration date of the Term; provided, however, the Rent payable by Tenant shall increase by ten percent (10%).

3. Rent; Additional Rent.

(a) Commencing on the Commencement Date, Tenant shall pay to Landlord annual rent ("**Rent**") in the amount of the Appraised Fair Market Rental Rate (as hereinafter defined), payable in quarterly installments of one-fourth ( $1/4^{\text{th}}$ ) of such annual amount in advance (except for the first installment), on the following dates during the Term: (i) the first quarterly installment shall be due on or before the thirtieth ( $30^{\text{th}}$ ) day after Landlord's approval of the CA Appraisal (as hereinafter defined); (ii) the second quarterly installment shall be due on March 5, 2017; and (iii) all subsequent quarterly installments during the Term shall be due on the fifth ( $5^{\text{th}}$ ) day of each subsequent quarter during the Term (i.e., June 5, 2017, September 5, 2017, etc.). The Rent for any partial quarters during the Term shall be prorated. The Rent shall be paid to Landlord, in lawful money of the United States of America, at 230 John Wesley Dobbs Avenue, Atlanta, Georgia 30309 (Attn.: Finance Department) or at such other address or to such other person as Landlord may from time to time designate in writing.

(b) If Tenant fails to perform any obligation of Tenant under this Lease, including payment of utilities, trash, removal, repairs and maintenance, which after the expiration of applicable notice and cure period results in a monetary expenditure by Landlord, such amounts will be deemed additional rent ("**Additional Rent**") that shall be due and payable by Tenant within ten (10) business days after Landlord's written demand for payment, which shall include, in reasonable detail, a summary of all such expenditures made by Landlord.

(c) The term "**Appraised Fair Market Rental Rate**" shall mean the annual market rental rate for the Premises (including the Improvements) as of the Commencement Date, as determined by a Childers Associates appraisal ("**CA Appraisal**"), subject to Landlord's review and approval, which shall not be withheld by Landlord absent manifest error. The CA Appraisal has been ordered by Tenant and shall be delivered to Tenant within thirty (30) days after the Commencement Date. The cost for the CA Appraisal shall be borne exclusively by Tenant.

4. Use of Premises. Tenant shall have the right to use the Premises solely for the purpose of continuing the existing operations of portions of its Departments of Public Works and Watershed Management, in accordance with Legal Requirements ("**Permitted Use**").

5. Condition and Maintenance of Premises.

(a) Acceptance by Tenant. Tenant acknowledges receipt and delivery of possession of the Premises, which have been owned and occupied by Tenant continuously for a number of years prior to the Effective Date. Accordingly, Tenant has examined and otherwise has knowledge of the condition of the Premises and has found the same to be satisfactory for its purposes hereunder. Except as otherwise expressly set forth in this Lease, Tenant is leasing the



Premises "as is", "where is" and with "all faults", in its present condition, without any representation or warranty (express or implied) by Landlord, and subject to the rights of parties in possession, those matters set forth on Exhibit C (collectively, the "Permitted Exceptions") and any other matters which would be disclosed by an inspection of the Premises or by a current, accurate survey thereof.

(b) Repairs and Maintenance - Landlord. Landlord shall not have any repair or maintenance obligations with respect to the Premises.

(c) Repairs and Maintenance - Tenant. Tenant shall, at its sole cost and expense, keep and maintain the Premises and the Improvements in good order and repair, including the maintenance, repair and replacement, as necessary, of: (i) the interior of the Buildings; (ii) the roof, structural components and exterior walls (including doors, loading docks, other entrances, windows and glass, including plate glass) of the Buildings; (iii) all fixtures and system components pertaining to heating, air conditioning (including compressors, fans and ducts), ventilation, water, sewer and electrical systems; and (iv) parking areas, driveways and sidewalks. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in accordance with Section 5(f) below. All damage or injury to the Buildings or the Premises caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees or contractors shall be repaired promptly by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord. Upon written notice to Tenant and Tenant's subsequent inaction for ten (10) business days, Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the reasonable, actual cost thereof, and Tenant hereby agrees to pay such amounts as Additional Rent hereunder within ten (10) business days after written demand for payment by Landlord, which shall include, in reasonable detail, a summary of all such expenditures made by Landlord.

(d) Tenant's Additional Obligations. Tenant is responsible for the removal and disposal, in accordance with Legal Requirements, of all trash and other refuse from the Premises and the Improvements. Trash shall not be allowed to accumulate, but shall be disposed of within a reasonable time by Tenant. In discharging its duty of maintenance and care throughout the Term, Tenant shall ensure that the Premises and all Improvements are kept free from waste or nuisance.

(e) Right of Inspection. Tenant shall permit Landlord and its agents to enter into and upon the Premises at all reasonable times upon twenty-four (24) hours' advance written notice and in the presence of a representative of Tenant for the purpose of inspecting the Premises.

(f) Tenant's Surrender. On the last day of the Term, or on any sooner termination date, Tenant shall surrender the Premises to Landlord in the same condition as when received, broom clean, reasonable wear and tear excepted; provided, however, Tenant also shall be obligated to remove from the Premises, at its sole expense, all stockpiles of dirt and other fill material, as well as construction and demolition materials and debris on or about the surface of

the Premises, including steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard and lumber and any other personalty or Building contents not expressly permitted by Landlord to remain at the Premises after the end of the Term (all of the foregoing being collectively called "Stockpiles"). Tenant shall repair any damage to the Premises occasioned by the removal of its Stockpiles, trade fixtures, furnishings and equipment prior to the expiration or sooner termination of this Lease.

6. Alterations and Improvements.

(a) Tenant's Improvements. Tenant may, from time to time, at its sole cost and expense, make such alterations, restorations, changes, replacements or installations, structural or non-structural (collectively, "Alterations"), in, of or to the Premises as Tenant deems necessary or desirable for its use of the Premises; provided, however, that no structural Alteration shall be undertaken by Tenant unless Tenant shall have received Landlord's prior written approval of plans and specifications prepared by Tenant of the proposed structural Alterations, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant, in making any Alterations, shall comply with all Legal Requirements and shall, at its sole cost and expense, obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. Landlord shall cooperate with Tenant in obtaining governmental permits, approvals and certificates and shall execute any documents required in furtherance of such purpose. All Alterations and Improvements (other than trade fixtures), once attached to the Premises, shall not be removed by Tenant, except that any Alterations or Improvements made by Tenant which are removable without damage to the Premises shall remain the property of Tenant.

(b) Insurance. Tenant shall self-insure or obtain, at its sole expense, a policy of insurance insuring Tenant, Landlord and any other person or entity designated by Landlord against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises. Such insurance shall provide for liability limits as set forth in Section 8 herein and shall name Landlord as an additional insured.

7. Taxes.

(a) Real Property Taxes. During the Term, Tenant shall pay all applicable taxes assessed or imposed upon the Buildings and the Premises, including any Improvements thereon ("Real Estate Taxes").

(b) Personal Property Taxes. During the Term, Tenant shall pay all applicable taxes levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises, and shall pay all taxes attributable to any leasehold improvements which may be made to the Premises by Tenant. When possible, Tenant shall cause said trade fixtures, furnishings, equipment, personal property and leasehold improvements to be separately assessed.



(c) Additional Taxes. If at any time during the term of this Lease, or any extension or renewal thereof, there shall be assessed or imposed a license fee, tax or any other assessment measured by the rent payable under this Lease or any tax or assessment resulting from this Lease, then all such taxes, assessments or fees shall be the obligation of Tenant. Tenant shall pay and discharge the same as it would the imposition of personal property taxes under this Section 7.

8. Insurance and Liability.

(a) Tenant's Insurance. During the Term, Tenant shall keep and maintain in force, at no cost or expense to Landlord, the following insurance, all of which shall be provided by companies or agencies reasonably satisfactory to Landlord:

(i) Property Insurance. Commercial property insurance written under the causes of loss special form, covering all risks of physical loss or damage to any of the Improvements, with liability limits of not less than one hundred percent (100%) of the "full replacement value" thereof. Such policies shall be broad form and shall include, but shall not be limited to, coverage for fire, extended coverage, vandalism, malicious mischief and storm. Perils customarily excluded from all risk insurance, e.g., earthquake and flood, may be excluded. The term "full replacement value" shall exclude the cost of paving, excavation, foundations and footings, grading, site preparation, utilities and other "below-grade" improvements and installations.

(ii) Public Liability Insurance. Commercial general liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Improvements or any work, matters or things under, or in connection with, or related to this Lease, with personal injury, death and property damage combined single limit liability of not less than Two Million and No/100 Dollars (\$2,000,000.00) for each accident or occurrence. Coverage under any such comprehensive policy shall be broad form and shall include, but shall not be limited to, operations, contractual, elevators, owner's and contractor's protective, products and completed operations, and the use of all owned, non-owned and hired vehicles.

(iii) General Requirements. All policies described in this Section 8(a) shall include Landlord and Tenant, as named insureds, as their respective interests may appear, and shall contain, if reasonably obtainable at commercially reasonable rates: (A) the agreement of the insurer to give Landlord at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (B) an agreement that such policies are primary and non-contributing with any insurance that may be carried by Tenant; (C) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (D) a waiver by the insurer of all right of subrogation against Landlord in connection with any insured loss or damage. Provided Tenant is not in default hereunder, such proceeds shall be used to restore or repair the

Premises, so long as Tenant, in its sole discretion, determines that it is feasible to do so, and, in such event, Tenant shall provide or cause to be provided sufficient additional funds which, when added to such proceeds, will fully effect such repair or restoration.

(iv) Evidence of Insurance. Certificates of insurance for all insurance required to be maintained by Tenant under this Section 8(a) shall be furnished by Tenant to Landlord on or before the Commencement Date. If Tenant fails to maintain such insurance, Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant agrees to repay to Landlord as Additional Rent the cost of such insurance.

Tenant shall be permitted to self-insure in lieu of obtaining insurance policies from third party insurers, provided that Tenant delivers to Landlord a letter of self-insurance from its Risk Management Department certifying that it has elected to self-insure to satisfy the requirements contained in this Section 8(a) and that Tenant continues to self-insure throughout the Term.

(b) Tenant's Liability.

(i) Tenant hereby agrees to be responsible, and to reimburse Landlord for all loss, damage, costs or injury to person or property due to Tenant's failure to keep and maintain the Premises, the activities of Tenant's employees, agents, contractors and invitees on or about the Premises, Tenant's failure to comply with the terms of this Lease, or Tenant's non-observance of any Legal Requirements applicable to the Premises. The foregoing obligation shall not be impaired or dismissed by any obligation to maintain insurance under this Lease. This Section shall not inure to the benefit of any insurer or underwriter of any policy required hereunder. Landlord hereby agrees to be responsible, and to reimburse Tenant, for any loss, damage or injury to person or property upon the Premises, which loss, damage or injury results from any intentional or negligent acts of Landlord, its agents, employees or contractors. The foregoing general obligations of Tenant and Landlord shall not include any obligations in connection with Hazardous Substances, Hazardous Substances Contamination, or Hazardous Substances Laws, which obligations are governed by the provisions below.

(ii) Notwithstanding any other provision of this Lease to the contrary, the parties hereby agree that, during the period from the date or dates on which Tenant originally obtained fee simple title in and to the 1110 Hill Parcel and the Mailing Parcel (collectively, the "Acquisition Dates") through the Commencement Date, Tenant owned and operated, and had the sole and exclusive right to manage and operate, the Premises, including, but not limited to, the Improvements located on the Premises. The parties further agree that, pursuant to that certain Agreement for the Exchange of Real Property between Landlord and Tenant dated November 23, 2016 (the "Swap Agreement"), Landlord acquired title to the 1110 Hill Parcel and the Mailing Parcel on the Commencement Date. Notwithstanding any rights or remedies available to the parties hereto under Hazardous Substances Laws or other federal, state or local laws, statutes,



ordinances, codes, rules or regulations, Landlord and Tenant hereby agree that the parties' respective rights, remedies, liabilities and obligations relating to the presence of Hazardous Substances or Hazardous Substances Contamination on, at or under the Premises in existence on the Commencement Date (collectively, "Preexisting Contamination") shall be governed exclusively by the provisions contained in the Swap Agreement, provided that Tenant does not create a new Release relating to the Preexisting Contamination.

(iii) Tenant hereby agrees to be responsible, and to reimburse Landlord and its affiliates, for any and all claims, losses, damages, liabilities, fines, penalties, charges, requests for information, costs, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories actually incurred), arising directly or indirectly, in whole or in part, out of (A) the failure of Tenant from and after the Commencement Date to comply with any Hazardous Substances Laws relating to the handling, generation, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances in, on, under or from the Premises other than small quantities ordinarily used in the operation and maintenance of an office facility, storage of water and sewer infrastructure and related equipment, and road salt, sand, and asphalt storage, in compliance with all Hazardous Substance Laws; and (B) any activity carried on or undertaken on or off the Premises from and after the Commencement Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances located or present on or under the Premises other than small quantities ordinarily used in the operation and maintenance of an office facility, storage of water and sewer infrastructure and related equipment, and road salt, sand, and asphalt storage, in compliance with all Hazardous Substance Laws. The foregoing covenant by Tenant shall also extend to any Hazardous Substances Contamination of the Premises caused solely by Tenant, its employees or authorized agents during the Term and any breach by Tenant of its obligations under Section 8(b)(iv), below, but does not include any Preexisting Contamination.

(iv) During the Term, Tenant and Tenant's agents, employees and representatives will not cause, commit, or permit: (A) any violation of any Hazardous Substances Law by Tenant or by or with respect to the Improvements or the Premises or any use of or condition of activity on the Improvements, or (B) the attachment of any environmental lien to the Improvements or the Premises, or (C) the creation of a new Release relating to the Preexisting Contamination. Tenant will not place, install, dispose of or release, or cause, permit or allow the placing, installation, disposal, spilling, leaking, dumping or release of any Hazardous Substance or above or underground storage tank (or similar vessel) on the Premises, or cause, permit or allow any Hazardous Substances to emit from the Premises, and will keep the Premises free of Hazardous Substances other than small quantities ordinarily used in the operation and maintenance of an office

facility, storage of water and sewer infrastructure and related equipment, and road salt, sand, and asphalt storage, in compliance with all Hazardous Substance Laws.

(v) Landlord and Tenant acknowledge and agree that a tank was discovered on the Live-Thrive License Area by Landlord during its due diligence investigations prior to its acquisition of the Live-Thrive License Area from Tenant. During the Term, and notwithstanding anything to the contrary in this Lease, Tenant shall, at its sole expense, assume all obligations as the owner/operator of the tank (including registration in Tenant's name) and decommission and remove the tank from the Live-Thrive License Area, all in accordance with Hazardous Substance Laws, including without limitation the Georgia Rules for Underground Storage Tank Management (collectively, "Georgia UST Rules"), if applicable.

9. Utilities and Services. Tenant shall pay all charges for heat, water, gas, electric current and other utilities used in or on the Premises, such payments to be made as and when the charges for such services shall become due and payable. Tenant shall arrange and pay for trash and waste removal services for the Premises, such payments to be made as and when the charges for such services shall become due and payable. All such charges shall be incurred in the name, and for the account of, Tenant. Tenant shall not knowingly install any equipment, nor shall Tenant use the Premises, in a manner that will exceed or overload the capacity of any utility facilities.

10. Damage or Destruction.

(a) Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the Improvements or any portion thereof ("Casualty"). Subject to the other provisions of this Section 10, if, during the Term the Improvements shall be damaged or destroyed by Casualty, Tenant may elect to repair or restore the Improvements, so long as Tenant, in consultation with Landlord, has determined in its reasonable judgment, that it is feasible to effect such repair and restoration and, in such event, Tenant shall provide or cause to be provided sufficient additional funds which, when added to insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Tenant, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty. In the event that Tenant shall elect not to repair or restore the Improvements, by notice to Landlord given within sixty (60) days after the Casualty, then Tenant may terminate this Lease as of a date that is not more than thirty (30) days after the date of such notice. If Tenant terminates this Lease pursuant to this Section 10, Tenant shall surrender possession of the Premises to Landlord as of the effective date of such termination and shall assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises.

(b) If the Casualty renders the Premises untenable in whole or in part, and Tenant ceases to use the Premises or a portion thereof, then, so long as such Casualty was not



attributable to the negligent or intentional acts or omissions of Tenant or its employees, agents or contractors, a proportionate reduction of the Rent shall be allowed from the date when the damage occurred until the date when the Premises are substantially tenantable or until the effective date of termination as herein provided, said reduction to be computed on the basis of the ratio which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises.

11. Condemnation. If the Premises or any part of the Improvements shall be acquired involuntarily under threat of eminent domain, or condemned by eminent domain, or conveyed in lieu of a condemnation proceeding (each, a "Taking"), then the following provisions shall be controlling:

(a) If (i) all of the Premises shall be acquired by a Taking or (ii) any portion of the Premises shall be acquired by Taking which renders the remainder thereof unsuitable, in Tenant's reasonable discretion, for Tenant's continued use of the Premises for the purposes intended, then and in that event the Term shall terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired Term, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such Taking.

(b) If part of the Premises shall be acquired by a Taking then Tenant may: (i) elect to restore the Premises to a condition comparable to its condition at the time of the Taking less the portion taken, and this Lease shall thereafter continue in full force and effect with a proportionate adjustment to the Rent for the portion of the Premises lost to such Taking; or (ii) elect to terminate this Lease by written notice of termination given to Landlord within sixty (60) days after the date of such Taking and thereupon this Lease shall terminate as of the date set forth in said notice, and Tenant shall immediately vacate and surrender the Premises to Landlord. Tenant's restoration obligation in clause (i) above shall be limited to such repair as is necessary to put the remaining portion of the Premises in the same condition as when possession was initially delivered by Landlord to Tenant, reasonable wear and tear excepted, upon the Commencement Date, and in no event shall Tenant be required to expend in connection with such restoration more than the amount of any condemnation award actually received by Landlord and allocated by Landlord to the Premises.

(c) No award for any total or partial Taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such Taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, Tenant shall be entitled to file a separate claim from any condemnation proceeding for an award reflecting the relative loss suffered as a result of the Taking of its trade fixtures, furniture and leasehold improvements, as well as any special damages, such as Tenant's moving expenses, provided that Tenant's claim does not alter or diminish the award of Landlord.

12. Subletting and Assignment. Tenant may not assign this Lease or sublet the

Premises or any part thereof without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion. In the event of any such assignment or sublease, the use for the Premises shall remain limited to the Permitted Use specified in Section 4 of this Lease, and Tenant shall remain primarily liable and responsible under the Lease unless Landlord specifically agrees in writing to the contrary. Tenant may not hypothecate or encumber this Lease.

13. Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant (each, an “Event of Default”):

(i) Any failure by Tenant to pay Rent or Additional Rent, or to make any other monetary payment required to be made by Tenant when due hereunder, such failure of payment continuing ten (10) business days after receipt of written notice from Landlord; or

(ii) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, which failure shall continue for thirty (30) days after written notice thereof by Landlord to Tenant, provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(b) Remedy upon Default. Upon the occurrence of any Event of Default, Landlord may: (i) terminate this Lease by giving written notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises and Landlord shall repossess itself thereof; or (ii) pursue any and all other rights and remedies available at law or in equity, it being agreed that pursuit of any remedy provided in this Lease shall not preclude Landlord’s pursuit of any other remedy or remedies herein provided or provided by law, and that any of such remedies may be pursued regardless of whether or not Landlord accepts or has accepted Rent subsequent to the occurrence of such default. Landlord may use such force as may be necessary, without being guilty of trespass, forcible entry, detainer or other tort. Tenant shall have, subject to any claims of Landlord, thirty (30) days thereafter to remove any personal property belonging to Tenant which remains on the Premises, and thereafter all such personal property remaining on the Premises shall become the property of Landlord. Tenant shall be liable to Landlord for all Rent and Additional Rent due hereunder and for all of Landlord’s reasonable costs and expenses actually incurred and all costs needed to bring the Premises into the condition required under Section 5(f) and actually incurred for surrender of the Premises. No such reentry or taking of possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice expressing such intention is given to Tenant, or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reentry without termination, Landlord may at any time thereafter elect to terminate this Lease for



such previous breach, if not by that time cured.

14. Successors and Assigns. The terms and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, executors, administrators and permitted assigns.

15. Notices. All notices, elections, demands, requests and other communications hereunder shall be in writing signed by the party making the same and shall be delivered in person or sent by certified or registered United States Mail, postage prepaid, or sent via a nationally-recognized courier, addressed as follows:

To Landlord:           The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue  
Atlanta, Georgia 30303  
Attention: Catherine Buell, President and CEO

with copy to:           The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue  
Atlanta, Georgia 30303  
Attention: Paul Vranicar, General Counsel

To Tenant:           City of Atlanta  
Department of Watershed Management  
72 Marietta Street NW  
Atlanta, Georgia 30303  
Attn: Commissioner

with copy to:           City of Atlanta  
Department of Public Works  
55 Trinity Avenue SW, Suite 4700  
Atlanta, Georgia 30303  
Attn: Commissioner

with copy to:           City of Atlanta  
Department of Law  
55 Trinity Avenue SW, Suite 5000  
Atlanta, Georgia 30303  
Attn: City Attorney

Either party may change its address by giving the other party written notice of its new address as herein provided.

16. Interest. [Intentionally deleted]

17. Modification and Waiver.

(a) Modification. No modification of or amendment to this Lease shall be binding unless contained in a writing signed by both the Landlord and the Tenant. However, subject to approval by the United States Department of Housing and Urban Development ("HUD"), Landlord and Tenant contemplate executing an Amendment that would extend the Lease, at Tenant's option, for eighteen (18) months. Landlord agrees to submit an application for approval of such extension within ten (10) business days of receiving a project number from HUD for the 1110 Hill Parcel and the Mailing Parcel, or within sixty (60) days after acquiring the 1110 Hill Parcel and the Mailing Parcel, whichever is earlier, and further agrees to use reasonable efforts to obtain any other necessary approvals from HUD.

(b) Waiver. The failure by Landlord or Tenant, whether once or more than once, to act upon a specific breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition nor of any subsequent breach of the same or any other term, covenant or condition herein contained. Any subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant timely to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver shall be specifically expressed in writing.

18. Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees actually incurred, together with all costs and expenses actually incurred, and a right to such attorneys' fees and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

19. Brokers. Landlord and Tenant each represent and warrant to the other that there was no broker or real estate agent involved in the negotiation and execution of this Lease. In the event any claim is made for brokerage commissions in connection with this Lease by any Person, then the party whose acts give rise to such claim hereby agrees to pay such brokerage commission or resolve such claim, as appropriate.

20. Authority. Landlord and Tenant each hereby represent that the person signing on behalf of such party has the full right and authority to enter into this Lease and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected. Upon request of Landlord or Tenant, the other party will deliver to the requesting party a true, correct and certified copy of the enabling resolutions adopted by Landlord or Tenant, as

applicable.

21. Tenant's Termination Right. Provided Landlord receives not less than sixty (60) days' advance written notice from Tenant, Tenant shall have the right to terminate this Lease as to the 1110 Hill Parcel, the Mailing Parcel or the entire Premises at any time. Any Rent paid in advance by Tenant for any full or partial termination will be prorated as of the date of termination (with reference to the fair market rental rates contained in the CA Appraisal for any partial termination) and refunded to Tenant on or before the effective date of termination. For any full or partial termination of this Lease, Tenant shall surrender the Premises or appropriate portion thereof in accordance with Section 5(f) of this Lease; and, for any partial termination, the Rent payable after the effective date of termination shall be proportionally reduced utilizing the Appraised Fair Market Rental Rate contained in the CA Appraisal.

22. Miscellaneous Provisions.

(a) Governing Law. This Lease is a Georgia contract and shall be construed and enforced in accordance with the laws of the State of Georgia.

(b) Severability. If any provision of this Lease shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that it shall be severable, and that all remaining provisions of this Lease shall remain in full force and effect.

(c) No Estate. This Lease does not convey to or create in Tenant any interest or estate in the Premises, Tenant's sole rights with respect to the Premises being as set forth in this Lease. Tenant shall have only a usufruct, not subject to levy and sale.

(d) Time of the Essence. TIME IS OF THE ESSENCE OF THIS LEASE.

(e) Prior Agreements. This Lease defines the rights, duties and obligations of the parties with respect to the Premises and supersedes all prior agreements and understandings between the parties with respect to the Premises.

(f) Quiet Enjoyment. Landlord warrants that it has the full right and power to execute and perform this Lease and to grant unto Tenant the rights with regard to the Premises granted in this Lease to Tenant, and that the quiet and peaceable enjoyment of such rights by Tenant, on payment of the Rent and performance of the covenants contained herein by Tenant, shall go and remain undisturbed by Landlord or anyone claiming by, through or under Landlord.

(g) Recording of Lease. Landlord and Tenant agree that this Lease shall not be recorded.

(h) Construction. This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being understood that both Landlord and Tenant have

contributed substantially and materially to the preparation of this Lease.

(i) Counterparts; Electronic Signatures. This Lease may be signed in any number of counterparts, each of which is an original for all purposes, but all of which shall together constitute only one agreement. For purposes of this Lease, any signature transmitted electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

(j) Survival. The duties and obligations contained in Sections 3, 5, 7, 8, 9, 10, 11 and 13 shall survive the expiration or termination of this Lease.

[Signatures on following page]



IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be duly executed as of the day and year first above written.

**LANDLORD:**

THE HOUSING AUTHORITY OF THE CITY OF  
ATLANTA, GEORGIA

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Catherine Buell, President and CEO

**TENANT:**

CITY OF ATLANTA:

By: \_\_\_\_\_  
Kasim Reed, Mayor

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk (Seal)

Recommended by:

\_\_\_\_\_  
Name:

Title:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be duly executed as of the day and year first above written.

**LANDLORD:**

THE HOUSING AUTHORITY OF THE CITY OF  
ATLANTA, GEORGIA

\_\_\_\_\_  
Witness

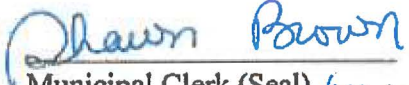
By: \_\_\_\_\_  
Catherine Buell, President and CEO

**TENANT:**

CITY OF ATLANTA

By:  \_\_\_\_\_  
Kasim Reed, Mayor

**ATTEST:**

  
Municipal Clerk (Seal) (Interim Deputy)

Recommended by:

  
Name: JOHN C. LAVELLE  
Title: DIRECTOR OF REAL ESTATE

APPROVED AS TO FORM:

  
City Attorney CHIEF COUNSEL

**EXHIBIT A**

Description of the Premises

[see attached]



**EXHIBIT B**

Copy of Live-Thrive Use Agreement

[see attached]

STATE OF GEORGIA  
COUNTY OF FULTON

USE AGREEMENT  
BY AND BETWEEN THE CITY OF ATLANTA  
AND LIVE-THRIVE ATLANTA, INC.

This Use Agreement ("Agreement") is made and entered into as of this 5<sup>th</sup> day of December, 2014 between the CITY OF ATLANTA, a municipal corporation of the State of Georgia, acting through its Department of Public Works (hereinafter referred to as "City"), and LIVE-THRIVE ATLANTA, INC., an Atlanta-based 501(c)(3) organization, (hereinafter referred to as "LTA")(collectively referred to as "the Parties").

WITNESSETH

WHEREAS, City owns, operates and maintains a salt and sand storage facility at 1110 Hill Street, Atlanta, Georgia, 30315 identified by parcel ID# 14-0042-0007-004-6, known as the Hill Street property (hereinafter referred to as the "Property"); and

WHEREAS, LTA is an Atlanta-based non-profit organization whose mission is to empower the surrounding community to make positive and sustainable changes to the environment; and

WHEREAS, LTA desires a centrally based location within the City of Atlanta limits to collect and process household hazardous waste, bulky trash and other hard to recycle items from residents of the City; and

WHEREAS the City generally invites, encourages and enters into partnerships that provide service and protection to the general public; and

WHEREAS, LTA proposes to manage the operations of a drop-off recycling center, known as a Center for Hard to Recycle Materials, or CHaRM (hereinafter referred to as "CHaRM"), within the City of Atlanta and to make its services available



to as many of the general public as practicable as a means of environmental conservation and education; and

WHEREAS, City and LTA desire that a portion of the Hill Street Property located within the fenced boundaries of Hill Street and Grant Street being more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof, (hereinafter referred to as the "Premises") be made available as a CHaRM site;

WHEREAS, as a service to the general public, LTA will manage the day-to-day operations of the CHaRM on the Premises, manage an environmental conservation educational program on the Premises, and provide guided tours, recycling exhibits, educational materials, and available space on the Premises which can be used for educational and community meetings and other non-political purposes.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations and mutual covenants and agreements herein contained, the Parties hereto mutually covenant and agree with each other as follows:

1.

GRANT OF LIMITED USE OF PREMISES AND CONDITIONS OF USE

1.1 City hereby grants to LTA its employees, agents, contractors, subcontractors, and suppliers the use of the Premises situated at 1110 Hill Street, and assigns limited revocable permission to enter upon and use the Premises to operate, manage and maintain a CHaRM facility to collect and process household hazardous waste, bulky trash and other hard to recycle items from residents of the City of Atlanta (hereinafter referred to as the "Work").

1.2 LTA shall furnish all equipment necessary for collecting and processing the recycling materials and providing the educational programs for the CHaRM.

1.3 In consideration of the provision of benefits to the public and to the environment, LTA shall endeavor to perform the Work at no charge to the public but may assess a fee for processing recycling materials as authorized in Section 1.2





contained herein, provided said fee for processing is published in advance to the public and is solely and directly attributable to materials processing.

1.4 LTA shall at all times be responsible for all aspects of its and its employees, agents, contractors, subcontractors and suppliers actions in performing Work on the Premises and will exercise the appropriate degree of care and control of, and accepts responsibility for the performance of such employees, agents and contractors while on the Premises.

1.5 LTA shall, throughout the term of this Agreement and at its sole expense, comply with all applicable federal, state and local laws, ordinances, rules, and regulations in connection with LTA's use of the Premises hereunder and LTA's operation of CHaRM. LTA shall be solely responsible for containerizing, storing, handling and disposing of any hazardous waste, solid waste, scrap tires or other items deposited or placed on the Premises for disposal pursuant to or because of LTA's use of the Premises, in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations. Notwithstanding anything in this Agreement to the contrary, LTA shall be deemed the sole generator under applicable federal, state and local laws, ordinances, rules, and regulations of all hazardous waste, solid waste, scrap tires and other items deposited or placed on the Premises and LTA agrees to represent to all third parties that it is the generator of all such hazardous waste, solid waste, scrap tires or other items deposited or placed on the Premises for disposal.

1.6 LTA shall retain copies of its environmental permits, waste manifests and disposal receipts on-site for inspection by the City and provide copies of its permits to the City personnel listed in Section 10 of this Agreement.

1.7 LTA shall, throughout the term of this Agreement maintain its status as a 501(c)3 non-profit organization with its revenue designated to promote maximum education, conservation and environmental studies for the benefit of the public.

## 2.

### TERM

2.1 It is understood and agreed between the Parties hereto that LTA is hereby granted use of the Premises for a temporary period not to exceed five (5) years,

(hereinafter referred to as the "Term"). The Term shall be deemed to commence on the Effective Date, the day that this agreement is executed, and shall terminate at midnight on the last day of the five (5) year period.

2.2 Provided that LTA continues to operate and maintain a CHaRM and that the CHaRM remains operational as a recycling center as described herein, LTA shall have an option to renew this Agreement for the use of the Premises subject to City Council approval for an additional five (5) year term so long as LTA provides ninety (90) days advance written notice to City before the expiration of the Term.

2.3 In consideration of the provision of benefits to the public and to the environment, LTA shall pay to City the sum of ONE DOLLAR (\$1.00) annually, payable on the execution of this Agreement and on the anniversary date of each year thereafter. Failure of the City to remit an invoice shall not absolve LTA of its annual payment obligation.

### 3.

#### OPERATIONS ON THE PREMISES

3.1 It is understood and agreed between the parties hereto that LTA shall pay the cost of any and all utilities directly related to its use and occupancy of the Premises.

3.2 LTA shall operate the CHaRM each week during the Term from Monday through Saturday between the hours of 9:00 AM and 5:00 PM. The CHaRM shall be closed on Sundays.

3.3 LTA shall provide the City with a minimum of thirty (30) days advance notice of any special events scheduled to occur on the Premises.

3.4 The City reserves the right to shut down the CHaRM and all activities conducted thereon by LTA with twenty-four (24) hours advance notice to LTA which may be provided in writing or orally by the City. Oral notice of a shutdown may be provided to LTA at the telephone number set forth below or by email at the email addresses set forth below.

4.

MAINTENANCE OF THE PREMISES

4.1 LTA shall perform routine maintenance of the Premises as the need arises at its own cost and expense and shall be responsible for repair and replacement of any damage to the Premises caused by Work performed related to the operation of the CHaRM.

4.2 Upon termination of this Agreement for any reason, LTA shall have the right to remove any and all movable property and equipment which LTA has furnished to CHaRM, provided that LTA repairs any and all damages to the Premises caused by such installation or removal. LTA shall leave all areas of the Premises in a condition equal to or better than the condition that existed before the Work commenced, including but not limited to the replacement of grass, soil, gravel and other materials.

5.

INSURANCE

LTA shall procure, and cause its contractors and subcontractors to procure, at their sole cost and expense, during the full term of this Agreement, an insurance policy in accordance with Appendix B, attached hereto and incorporated herein. All insurance required by this Agreement must be maintained during the term of the Agreement. City shall be named as an Additional Insured under the general liability and auto liability policies and such insurance must be primary with respect to the Additional Insured vesting with City all rights under the insurance policies that the primary insured has. LTA must furnish the City with a valid Endorsement showing the City as an Additional Insured as required by this Agreement.

6.

INDEMNIFICATION

LTA shall indemnify, defend and hold harmless the City of Atlanta, its officials, employees and representatives against all claims, demands, liabilities and expenses incurred by City of Atlanta including reasonable attorneys' fees and costs of defense as a result of:



- a) Failure of LTA to perform any obligations required to be performed under this Agreement;
- b) Any accident, injury or damage which shall occur on or about the Premises and the CHaRM which as a result of negligence on the part of LTA;
- c) Failure to comply with any requirements of any governmental authority made necessary by or in connection with LTA's occupancy of the Premises;
- d) Failure to comply with all local health standards;
- e) Any consequence of any incident resulting in the pollution of air, water, land and/or ground water arising from or in connection with this Agreement or LTA's invitees, guests, and patrons use or occupation of the Premises, including any claim or liability arising under federal, state or local law dealing with the pollution of air, water land and/or ground water or the remedy thereof or from LTA's failure to secure and comply with applicable law or obtain necessary permits.

7.

**FORCE MAJEURE**

Neither party shall be liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, or other causes beyond the Parties' control. Upon the occurrence of a Force Majeure event, the non-performing Party will be excused from performance or observance of the affected obligations for so long as: (a) the Force Majeure event continues; and (b) the Party continues to attempt to recommence performance to the extent commercially reasonable without delay. If any Force Majeure event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

8.

RIGHT TO ENTER AND INSPECT

8.1 City shall at all times have the right to enter the Premises for the purpose of operating and maintaining its public facilities and for the purpose of inspecting the Work to ensure LTA's use and activities are consistent with the terms of this Agreement.

8.2 City reserves the right to evaluate LTA's performance with respect to its compliance with the terms of this Agreement no less than once every year.

9.

TERMINATION

9.1 Termination for Cause: If LTA violates any of its obligations under this Agreement, and within (30) days after its receipt of a written notice from City, LTA has not substantially corrected such a violation, then City may terminate this Agreement by giving written notice of termination to LTA. In such event, this Agreement shall terminate immediately and LTA shall vacate the Premises and remove its movable property and equipment therefrom within sixty (60) days after receiving such written notice of termination.

9.2 Termination for Convenience: Either party may terminate this Agreement for any reason, and may do so by giving ninety (90) days written notice to the other party. In such an event, LTA shall vacate the Premises and remove its movable property and equipment therefrom within said ninety (90) days after giving or receiving such written notice of termination.

10.

NOTICES

With the exception of the 24 hour oral notice as described in Paragraph 3.4 herein, all notices given by either Party to the other under this Agreement must be in writing and must be delivered by one of the following methods:

1. Certified or registered mail;

2. Facsimile, with a hard copy sent within 24 hours of transmission by one of the other permitted delivery means; or

3. Hand-delivery, to the parties at the addresses specified.

To City of Atlanta:

City of Atlanta  
Department of Public Works  
55 Trinity Avenue, Suite 4700  
Atlanta, Georgia 30303  
Attention: Commissioner

Copy To:

City Attorney  
68 Mitchell Street, SW  
Suite 4100  
Atlanta, Georgia 30303

To Live-Thrive Atlanta, Inc.:

Peggy Whitlow Ratcliffe, Executive Director  
P.O. Box 11751  
Atlanta, Georgia 30355  
Telephone number: 404-771-5322

**SIGNATURES COMMENCE ON NEXT PAGE**

In witness whereof, the parties hereunto have set their hands and affixed their seals on the day and year first above written.

ACCEPTED AND AGREED TO:

LIVE-THRIVE ATLANTA, INC.

  
Peg Whitlow Ratchliff Executive Director

CITY OF ATLANTA, GEORGIA

By:   
Commissioner  
Department of Public Works

Attest:

  
By: Tara White

Title:

Notary Public



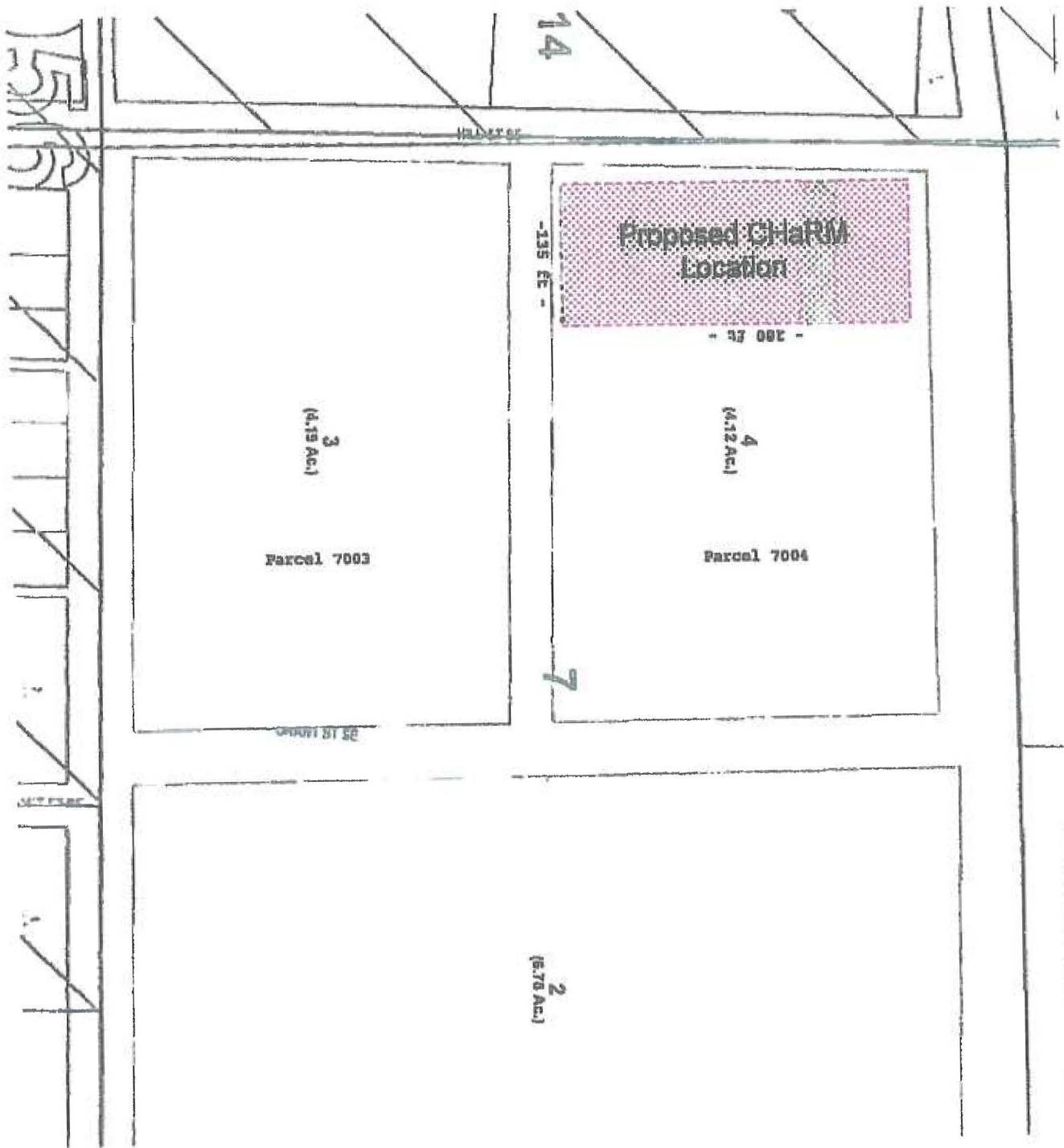
Approved as to form:

  
City Attorney, C. A.G.



**EXHIBIT "A"**

**PREMISES DESCRIPTION**



04/2014

Google Maps



**APPENDIX B**  
**INSURANCE AND BONDING REQUIREMENTS**



**APPENDIX B**  
**INSURANCE REQUIREMENTS**  
**Live-Thrive**

**A. Preamble**

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.

**1. Evidence of Insurance Required Before Work Begins**

No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

**2. Minimum Financial Security Requirements**

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

**3. Insurance Required for Duration of Contract**

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

**4. Notices of Cancellation & Renewal**

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

**5. Agent Acting as Authorized Representative**

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these

requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The City of Atlanta must be named as certificate holder. All notices must be mailed to the attention of Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subcontractor/consultants/subconsultants at all tiers to be sufficiently insured based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

A. Workers' Compensation and Employer's Liability Insurance

FC-XXXX



Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

**Workers' Compensation. . . . . Statutory**

**Employer's Liability:**

Bodily Injury by Accident/Disease	\$500,000 each accident
Bodily Injury by Accident/Disease	\$500,000 each employee
Bodily Injury by Accident/Disease	\$500,000 policy limit

**B. Commercial General Liability Insurance**

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. The following indicated extensions of coverage must be provided:

- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Fire Legal Liability
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

# OWEN & ASSOCIATES, LLC.

*Insurance*

274 N. MARIETTA PKWY., N.E. • MARIETTA, GEORGIA 30060  
770.422.0458 • FAX 770.425.3442  
www.owenandassociates.com

RANDALL S. OWEN  
W. DANIEL OWEN  
J. WILSON OWEN  
JAMES A. COLQUITT  
*Consultants*

MAILING ADDRESS  
P.O. BOX 1058  
MARIETTA, GA 30061

September 23, 2014

City of Atlanta  
Attn: Enterprise Risk Management  
68 Mitchell Street, Suite 9100  
Atlanta, GA 30303

RE: Insurance for Live Thrive, Inc. at Hill Street

Dear Sir or Madam,

Please accept this letter as confirmation that the following insurance will be in place for Live Thrive, Inc. for their lease of the premises located at Hill Street:

Commercial General Liability	\$2,000,000 per occurrence & \$2,000,000 annual aggregate
Workers Compensation	Bodily Injury by Accident/Disease \$500,000 each accident Bodily Injury by Accident/Disease \$500,000 each employee Bodily Injury by Accident/Disease \$500,000 policy limit
Property Coverage	For Scheduled Equipment

Feel free to contact me with any questions.

Respectfully,





# CERTIFICATE OF LIABILITY INSURANCE

LIVET-1

OP ID: VW

DATE (MM/DD/YYYY)

11/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Owen & Associates, LLC  
P.O. Box 1058  
Marietta, GA 30061  
W. Daniel Owen

Phone: 770-422-0456  
Fax: 770-425-3442

CONTACT  
NAME:  
PHONE:  
FAX:  
EMAIL:  
ADDRESS:

FAX:  
FAX No:

INSURED  
Live Thrive, Inc.  
3901 Whitlington Dr.  
Atlanta, GA 30342

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nautilus Insurance Company

INSURER B: US Liability Insurance Group

INSURER C: NCCI-Georgia

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ITEM LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (A-D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	X X	NN413448	03/15/2014	03/15/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADVERTISING \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS HIRE AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB  DED RETENTION \$  OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCB34448970	11/08/2014	11/08/2015	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	D & O / EPL		NDO1652977A	03/15/2014	03/15/2015	Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Atlanta is additional insured in respect to general liability on a primary and non-contributory basis for property located at 1110 Hill Street, SE, Atlanta, GA 30315. Waiver of Subrogation in favor of City of Atlanta for same location.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF A	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Atlanta Bureau of Purchasing and Real Estate 55 Trinity Ave., SW, Ste 1750 Atlanta, GA 30335-0307	AUTHORIZED REPRESENTATIVE 

## AUTHORIZING LEGISLATION



CITY OF ATLANTA  
ATLANTA, GEORGIA

14-0-1344

AN ORDINANCE BY  
COUNCILMEMBER ALEX WAN

Alex Wan

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, SECTION 2-1547 OF THE PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; TO RATIFY THE ACTIONS AUTHORIZED IN RESOLUTION 14-R-4244 AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH LIVE-THRIVE ATLANTA, INC., FOR THE PURPOSE OF SUPPORTING THE ESTABLISHMENT OF A CENTER FOR HARD TO RECYCLE MATERIALS ("CHaRM") FACILITY ON CITY OWNED PROPERTY LOCATED AT 1110 HILL STREET S.W.; AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta ("City") owns, operates and maintains a salt and sand storage facility at 1110 Hill Street, Atlanta, Georgia, 30315 identified by parcel ID# 14-0042-0007-004-6, known as the Hill Street property (hereinafter referred to as the "Property"); and

**WHEREAS**, Live-Thrive Atlanta, Inc. ("Live-Thrive") is an Atlanta-based 501(c)(3) organization whose mission is to empower the surrounding community to make positive and sustainable changes to the environment; and

**WHEREAS**, Live-Thrive desires a centrally based location within the City of Atlanta limits to collect and process household hazardous waste, bulky trash and other hard to recycle items from residents of the city; and

**WHEREAS**, Live-Thrive proposes to manage the operations of a drop-off recycling center, known as a Center for Hard to Recycle Materials, or CHaRM (hereinafter referred to as "CHaRM"), within the City of Atlanta and to make its services available to as many of the general public as practicable as a means of environmental conservation and education; and

**WHEREAS** the City generally invites, encourages and enters into partnerships that provide service and protection to the general public; and

**WHEREAS**, Resolution 14-R-4244, adopted by the Atlanta City Council on October 20, 2014 and approved by operation of law on October 28, 2014, authorized an agreement between the City of Atlanta and Live Thrive Atlanta, Inc. for the establishment of a Center for Hard to Recycle Materials ("CHaRM") facility on the city owned Property and;

**WHEREAS**, in the best interests of the City and its residents, the City supports a partnership with Live-Thrive, including a five (5) year revocable agreement with Live-Thrive for the operation of the CHaRM facility; and

**WHEREAS**, it is necessary to waive the provisions of Article X, Section 2-1547 of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances in regards to its requirements for solicitation, appraisal and the rental fee schedule in order to effectuate the agreement between the City and Live-Thrive authorized by Resolution 14-R-4244.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS** as follows:

**SECTION 1:** That the provisions of Article X, Section 2-1547 of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances are hereby waived in regards to its requirements for solicitation, appraisal and the rental fee schedule.

**SECTION 2:** That the agreement authorized by Resolution 14-R-4244, adopted by the Atlanta City Council on October 20, 2014 and approved by operation of law on October 28, 2014, is hereby ratified and confirmed.

**SECTION 3:** That the Mayor, or his designee, is authorized to execute a revocable agreement with Live-Thrive Atlanta, Inc., for a term of five (5) years at a cost of ONE DOLLAR (\$1.00) per year in exchange for Live-Thrive's commitment to operate a CHaRM facility on City owned property located at 1110 Hill Street, Atlanta, Georgia 30315.

**SECTION 4:** That the City Attorney is hereby directed to prepare an appropriate agreement for execution by the Mayor or his designee.

**SECTION 5:** That said agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been approved by the City Attorney as to form, signed by the Mayor or his designee, and delivered to Live-Thrive Atlanta, Inc.

**SECTION 6:** Should any ordinance or part thereof be found in conflict with this ordinance or the provisions thereof, then those sections contained herein shall be deemed controlling.

A true copy.  
  
Deputy Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

NOV 17, 2014  
NOV 25, 2014



**EXHIBIT C**

**Permitted Exceptions**

1. Real Estate Ad Valorem Taxes for the year 2016 and subsequent years, not yet due and payable.
2. All other matters existing of record recorded or filed on or before the Effective Date in the applicable records of Fulton County, Georgia with respect to the Premises.

**EXHIBIT D**

Form of Amendment

[see attached]

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA ("Landlord"), and CITY OF ATLANTA ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of \_\_\_\_\_, 2016 (the "Lease") for the use and occupancy of certain improved real property located at 1110 Hill Street, Atlanta, Georgia and the northwest corner of Englewood and Mailing Avenues, Atlanta, Georgia, as more particularly described in the Lease; and

WHEREAS, as a result of the recent approval by the United States Department of Housing and Urban Development ("HUD") of Landlord's disposition application, Landlord and Tenant desire to extend the Term of the Lease by eighteen (18) months.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Landlord and Tenant agree that all capitalized terms used in this Amendment shall have, unless otherwise specifically defined herein, the meanings ascribed to them in the Lease.

2. Modifications to Lease Agreement. The Lease is hereby modified as follows:

a. Term. The text contained in Section 1(a)(iv) of the Lease is hereby deleted, and the following text is inserted in lieu thereof:

Term: Thirty (30) months from the Commencement Date, subject to earlier termination as provided in this Lease.

b. Modification. The second and third sentences in Section 17(a) of the Lease are hereby deleted.

3. Full Force and Effect. Except as specifically provided herein, the Lease is unchanged and remains in full force and effect.

4. No Modifications. Except as otherwise set forth in the Lease, no modification of any of the provisions of this Amendment shall be effective until and unless it is in writing and signed by the parties hereto.

5. Entire Agreement. The Lease, as amended hereby, sets forth the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior discussions, negotiations, understandings and agreements relating thereto, whether oral or written, all of which are merged herein.

6. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, legal representatives and permitted assigns.

7. Counterparts: Electronic Signature. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, any signature transmitted electronically via e-mail shall be considered to have the same binding and legal effect as any original signature.

8. Authority. Landlord and Tenant each hereby represent that the person signing on behalf of such respective party has the full right and authority to enter into this Amendment and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected. Upon request of Landlord or Tenant, the other party will deliver to the requesting party a true, correct and certified copy of the enabling or authorizing resolutions adopted by Landlord or Tenant, as applicable.

[Signatures on following page]



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement as of the day and year first above written.

**LANDLORD:**

THE HOUSING AUTHORITY OF THE CITY OF  
ATLANTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Catherine Buell, President and CEO

**TENANT:**

CITY OF ATLANTA

By: \_\_\_\_\_  
Kasim Reed, Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk  
(Seal)

RECOMMENDED:

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**ATTACHMENT E**

**COMMUNITY NOTIFICATION AND ENGAGEMENT**

**NOTICE OF INTENT TO APPLY FOR  
ENVIRONMENTAL PROTECTION  
AGENCY (EPA) FY19 BROWNFIELDS  
CLEANUP GRANT AND REQUEST  
FOR COMMENTS**

Westside Revitalization Acquisitions, LLC, intends to apply to the EPA by January 31, 2019, for a brownfield grant to be used for the environmental cleanup of the property located at 1110 Hill Street, SE, Atlanta. A draft copy of the grant application, including the draft Analysis of Brownfields Cleanup Alternatives (ABCA), will be available starting January 9, 2019, for public review and comment at the Atlanta Housing (AH) office located at 230 John Wesley Dobbs Avenue, Atlanta, during normal business hours. Additionally, the draft grant application will be presented at the regularly scheduled meeting of the Chosewood Park Neighborhood Association on Monday, January 14, 2019, at 7 p.m. (held at 420 McDonough Blvd, Atlanta). Written public comments will be accepted until 5 p.m. on Friday, January 25, 2019, and will be considered for inclusion in the final submittal to the EPA. Please send comments to Priya Vellaithambi, Environmental Manager, 230 John Wesley Dobbs Avenue, Atlanta, GA 30303 or via email to [priya.vellaithambi@atlantahousing.org](mailto:priya.vellaithambi@atlantahousing.org).

1-9, 1-10, 1-11/2019

0000506311-01

**NOTICES** is hereby given that a Regular Meeting of the Board of Commissioners of the Housing Authority of the City of Atlanta, Georgia will take place on **Wednesday, January 30, 2019 at 3:00 p.m. in the 7<sup>th</sup> Floor Board Room at 230 John Wesley Dobbs Avenue, Atlanta, Georgia 30303.**

The agenda of matters for discussion include:

- General Business Matters

---

**JANUARY 9, 2019**

## NOTICE OF INTENT TO APPLY FOR ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS CLEANUP GRANT & REQUEST FOR COMMENTS

Westside Revitalization Acquisitions, LLC, intends to apply to the EPA by January 31, 2019, for a brownfield grant to be used for the environmental cleanup of the property located at 1110 Hill Street, SE, Atlanta. A draft copy of the grant application, including the draft Analysis of Brownfields Cleanup Alternatives (ABCA), will be available starting January 9, 2019, for public review and comment at the Atlanta Housing (AH) office located at 230 John Wesley Dobbs Avenue, Atlanta, during normal business hours. Additionally, the draft grant application will be presented at the regularly scheduled meeting of the Chosewood Park Neighborhood Association on Monday, January 14, 2019, at 7 p.m (held at 420 McDonough Blvd, Atlanta). Written public comments will be accepted until 5 p.m. on Friday, January 25, 2019, and will be considered for inclusion in the final submittal to the EPA. Please send comments to Priya Vellaithambi, Environmental Manager, 230 John Wesley Dobbs Avenue, Atlanta, GA 30303 or via email to [priya.vellaithambi@atlantahousing.org](mailto:priya.vellaithambi@atlantahousing.org).

---

**NOVEMBER 29, 2018**

## MEETING AGENDA

January 14th, 2019, 7:00 PM

420 McDonough

Atlanta, GA 30315

1. Police/Public Safety
2. Unfinished/Ongoing Business

- Placards Discussion
- Follow up- Beltline Communication – Cheryl Bennet, Caesar Blue
- AHA – Tiffany Hudson ← Atlanta Housing - Brownfield Grant Discussion
- Local Business Post CPNA FB Page

3. New Business

4.

VOTE FOR A NEW BOARD TREASURER/SECRETARY IMMEDIATELY

5. Committee Reports

- CPNA Membership Committee
- Friends of Chosewood Park
- CDC
- Code Enforcement

6. Community Concerns/Questions/Announcements

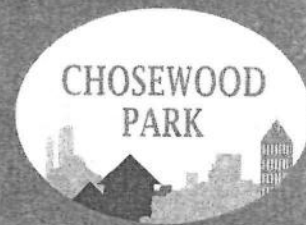
Reminder:

Greenspace Guardians help needed 1/19/19

9-12n

meeting at the dead end of Eric Street & Elvira Street

- Trees Atlanta Rep Taryn Hiedel
- Service Date Changes
- Greenspace Guardians 8-11am and 12-3pm
- \*\*\*FOREST RESTORATION PLANTING – HANDS NEEDED
- \*\*\*FEBRUARY 16<sup>TH</sup>, 2019
- March 16<sup>th</sup> – planting 250 trees



### IMPORTANT NUMBERS

#### Councilperson

Carla Smith

404-330-6039

csmith@atlantaga.gov

#### State Representative

David Dyer

404-656-0265

#### Zone 3 Community Prosecutor

#### Zoning Enforcement

404-330-6195

#### Code Enforcement

404-330-6190

coderequests@atlantaga.gov

#### Building Permits

404-330-6160

#### Bulk Rubbish/Trash Pick Up (free service)

404-330-6333

#### Street Sign and Pothole request for repair

404-330-6333

#### Fulton County Animal Control

404-613-0358

#### Atlanta Police - Zone 3

Major Jeff Glazier

404-624-0674

jglazier@atlantaga.gov

CNRA 1/14/2019

NAME	Address	Phone	Email
Paul McMurray	1411 Eric St	404-953-2293	pcms50@comcast.net
Howard Grant	AH	404-817-7220	
Toni Sulmers	1254 Hill St.	(678) 612-4378	tonisulmers@gmail.com
Ramona Hasan	500 McDonough	404-695-0743	RAMUHASINA@comcast.net
Simon Rejzort	MASSIS ALGURIAN 1360 MILLER RD		simonrejzort@bellsouth.net
TIFFANY WILKS	Atlanta Housing	404-817-4200 ext. 7259	tiiffany.wilks@atlantahousing.org
Demetria Johnson	Atlanta Housing 4)	817-7260	demetria.johnson@atlantahousing.org
Priya Vellaithambi	Atlanta Housing 4)	685-4933	priya.vellaithambi@atlantahousing.org
Paul Zucca			Paul.zucca@aol.com
Coal'n Smith			Coal.n.smith@gmail.com
Donna Hensley	318 Odan St SE	404-432-8383	dhensley99@att.net
Jim Williamson	256 Milton Ave	778-827-232	
Matt Abernethy	1278 Grant St	404-314-7750	mabernethy1@gmail.com
Cristin McMahon	1426 Eric St SE (B)	704-607-5499	c3mcmahone@gmail.com



Meeting Notes

Date: 1/14/19 7pm

Agenda Item:

- Sgt. King Zone 03

Timeframe

4/2019 Award

3 yrs to cleanup

~~Recycle~~ Recycle move → by end of year

Environmental

Phase I - end of yr

Accepting commits until 1/25

Grant due 1/31

Chosewood Park ~~oversee~~

Steve Carr

President = Caesar

VP = Paul

Secretary = Dewayne declined / Kristen

Treasurer = Dewayne

Traffic calming petition ongoing

DOT will handle ~~McDonald~~  
McDonald.

Single family homes will be listed soon.  
~~and~~ Selling @ \$320K + above

- Blvd Crossing Park
  - 5 firms to be selected in Feb 19
  - Clay Preston
    - Grant \$10K (swings / bridge)
      - = playground equipment
      - = basketball court
    - Need other investors for park
    - Make existing playground safe
- Friends of Chosewood Park  
501(x3)

Gateway Bridge  
to merge the communities  
(park redesign)



### Summary of Public Comments

January 14<sup>th</sup>, 2019 Chosewood Park Neighborhood Association Meeting:

No comments were received directly regarding the application or ABCA.

There was a discussion regarding the timeline of the cleanup. Atlanta Housing stated that the goal is to finish the cleanup by the end of the 2019 calendar year.

There was a discussion of the source material. It was stated that the commercial and industrial past usage of the site likely contributed to the impacted soil.

Community Notification Advertisement:

No comments were received.

**ATTACHMENT F**  
**BOARD RESOLUTION**

**SECRETARY'S CERTIFICATE**  
**THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA**

**I, TERRI A. THOMPSON DO HEREBY CERTIFY** that:

1. I am the presently appointed and qualified Assistant Secretary of the Board of Commissioners of The Housing Authority of the City of Atlanta, Georgia ("AH"). In such capacity, I am custodian of its records and I am familiar with its organization, membership and activities.

2. Attached hereto as Exhibit 1 is a true and correct copy of a resolution authorizing the Interim President and Chief Executive Officer of AH to take all actions necessary to commit \$100,000.00 of non-federal funds to support the EPA Brownfield Cleanup Grant application for Englewood North, and other related matters.

3. This resolution was presented to the AH Board of Commissioners (the "Board") at its Regular Meeting on January 30, 2019 (the "Meeting").

4. At the Meeting, the Board unanimously adopted and approved the resolution attached hereto as Exhibit 1.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the duly adopted official seal of The Housing Authority of the City of Atlanta, Georgia this 31st day of January, 2019.

  
Terri A. Thompson  
Assistant Secretary



## **RESOLUTION REG-4**

### **THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA SEEKS AUTHORIZATION TO APPROVE THE COMMITMENT OF \$100,000.00 OF NON-FEDERAL FUNDS TO SUPPORT THE CLEANUP EFFORTS AT ENGLEWOOD NORTH**

**WHEREAS**, The Housing Authority of the City of Atlanta, Georgia ("AH") desires to begin redevelopment of the property commonly referred to as Englewood North ("Englewood North");

**WHEREAS**, Englewood North was accepted into the Georgia Environmental Protection Division Brownfield Program ("Program") in 2017 and the Program encourages voluntary clean up and redevelopment of environmentally contaminated properties;

**WHEREAS**, AH has received estimates of approximately \$960,000.00 in total project cleanup cost from its environmental consultant and the AH Board of Commissioners (the "Board") approved AH's Fiscal Year 2019 ("FY19") Budget that included \$360,000.00 in FY19 Moving To Work ("MTW") funds for environmental cleanup at Englewood properties;

**WHEREAS**, the Environmental Protection Agency ("EPA") provides federal financial assistance for brownfield revitalization-- including the EPA Brownfield Cleanup Grant ("Cleanup Grant") that provides up to \$500,000.00 to eligible entities, such as public housing authorities or non-profit agencies, to carry out cleanup activities at brownfield sites;

**WHEREAS**, along with public notice and meeting requirements, the Cleanup Grant requires applicants to demonstrate sole ownership of the site that is the subject of its Cleanup Grant proposal by January 31, 2019 and provide a 20% (up to \$100,000.00) cost share in the form of a contribution of money, labor, material, or services from a non-federal source;

**WHEREAS**, to defray some of the cleanup cost, Westside Revitalization Acquisitions, LLC ("WRA"), the sole owner of Englewood North, intends to apply for a Cleanup Grant in the maximum award amount of \$500,000.00, thereby requiring a \$100,000.00 (20%) cost share from a non-federal source. AH has a non-federal source available to meet Cleanup Grant requirements; and

**WHEREAS**, AH staff recommends that the AH Board approve the commitment of \$100,000.00 of non-federal funds to support the cleanup efforts at Englewood North if WRA is granted the maximum award amount of \$500,000.00, thereby providing, as outlined in Exhibit REG-4 attached hereto, the total project cleanup funds for Englewood North.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA ("AH") THAT:**

1. AH is hereby authorized to commit \$100,000.00 of non-federal funds to support the EPA Brownfield Cleanup Grant application for Englewood North, whose total project cleanup costs are outlined in this resolution and in the attached Exhibit REG-4, if Westside Revitalization Acquisitions, LLC is awarded the maximum amount of \$500,000.00 from the Environmental Protection Agency.
2. The Interim President and Chief Executive Officer or any person or persons designated and authorized to so act by the Interim President and Chief Executive Officer is hereby authorized to do and perform, or cause to be done or performed, in the name and on behalf of AH or otherwise, such acts, and to execute and deliver, or cause to be executed or delivered, such agreements, instruments or communications, in the name of and on behalf of AH or otherwise, as they, or any of them, may deem to be necessary or advisable in order to effectuate the intent of the foregoing resolutions or to comply with the requirements of the policy and amendments approved or authorized by the foregoing resolution.

ADOPTED, by the Board of Commissioners of The Housing Authority of the City of Atlanta, Georgia (AH) and signed in authentication of its passage, 30<sup>th</sup> day of January 2019.

ATTEST:

APPROVAL:

---

**Brandon Riddick-Seals**  
**Interim President and Chief Executive Officer**

---

**Christopher R. Edwards, M.D.**  
**Chairman**

APPROVAL FOR FORM AND LEGAL SUFFICIENCY:

---

**Terri A. Thompson**  
**General Counsel**



**Exhibit REG-4**

**Sources for Englewood North Cleanup**

<b>ESTIMATED TOTAL PROJECT CLEANUP COST</b>	<b>\$960,000</b>
EPA Brownfield Cleanup Grant funds	\$500,000
Additional 20% non-federal funds cost share	\$100,000
FY19 MTW Funds allocated for Englewood Properties cleanup	\$360,000
<b>TOTAL</b>	<b>\$960,000</b>

**ATTACHMENT G**

**ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES**

## **Draft Analysis of Brownfield Cleanup Alternatives for 1110 Hill Street, Atlanta, Georgia**

### **Introduction and Background**

Westside Revitalizations Acquisitions, LLC ("WRA") whose sole member is Westside Affordable Housing, Inc. a non-profit affiliate of the Housing Authority of the City of Atlanta, Georgia ("AH") is applying for a \$500,000 Cleanup Grant from the United States Environmental Protection Agency ("EPA") in order to remediate soil contaminated with hazardous substances at the Site located at 1110 Hill Street, Atlanta Georgia commonly referred to as Englewood North. AH will provide a 20% cost share of \$100,000 from a non-federal source. This document serves as an analysis of Brownfield cleanup alternatives for the Site.

The Site is approximately 11 acres, consists of two (2) parcels, and is located at 1110 Hill Street, Atlanta, Georgia and is commonly referred to as Englewood North ("Site"). Currently, the Site is under a lease agreement between AH and the City of Atlanta Department of Watershed Management ("DWM") and Center for Hard to Recycle Materials ("CHaRM"). Both tenants were the previous occupants of the Site prior to the WRA's purchase of the Site. DWM occupies the eastern portion of the Site and consists of buildings constructed in the 1960s utilized as office and storage spaces. Outside storage of equipment and materials is also present at this facility. The western portion of the Site, adjacent to Hill Street, is currently operating as a recycling drop-off center, CHaRM. Based on observed use, this facility is intended for drop-off, segregation, and containment of recyclable materials only. No break-down or recycling procedures are performed on-site.

Historical review of the Site identified that an asphalt production plant was located near the northern property boundary in 1978, but it is uncertain for how long the facility was operational. Asphalt is currently stored at the Site near the observed property boundary in the same area of the historical onsite asphalt production plant.

Current and historical usage of adjacent properties of significance include the abandoned rail line and the City of Atlanta Public Works Department operations. There are several contaminants of concern associated with former rail corridors. The Public Works facility poses an environmental concern due to the nature of its operations. The facility operates four (4) underground storage tanks containing petroleum products and "other", and there is an on-site auto service station which utilizes several aboveground storage tanks ("ASTs").

Phase II investigations were conducted October through December 2016 to assess whether these environmental concerns had impacted the Site. The testing revealed the presence of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and Resource Conservation and Recovery Act (RCRA) metals present in either soil and/or groundwater. It is estimated that 10,000 cubic yards of impacted soil will need to be removed from the Site in order

to meet the Georgia Environmental Protection Division (“EPD”) residential cleanup standards. No groundwater remediation is anticipated. However, vapor encroachment concerns will need to be evaluated and addressed prior to commencing redevelopment.

The plans for this parcel are in the planning phase of development with extensive due diligence and financial feasibility studies in the works. Tentatively, the plans include an approximately 350-unit mixed-income multi-family building with 35% of the units scheduled to be subsidized for affordability to residents at or below 60% Area Median Income (AMI). Additionally, there will be a 180-unit for-sale condominium building with 45% of the units reserved for affordable homeownership.

### **Applicable Regulations and Cleanup Standards**

The Site submitted a release notification to EPD in January 2017 as required. In addition, a Brownfield application and Prospective Purchaser Corrective Action Plan (“PPCAP”) were submitted. The Site was accepted into the Georgia Brownfield Program in January 2017. The Brownfield division of EPD will be the regulatory authority over the cleanup at the Site. Once cleanup has been completed, a compliance status report will need to be submitted to EPD. Once reviewed and approved, EPD will issue a Limitations of Liability (“LOL”) letter to WRA documenting that the Site is in compliance with applicable environmental regulations. Tentatively, the Site will be cleaned up to residential standards; however, the PPCAP states that, if needed, certain portions may be cleaned up to non-residential standards if proposed land usage permits.

### **Evaluation of Cleanup Alternatives**

To address the contamination at the Site, three different alternatives were considered including the following: Alternative 1: No Action, Alternative 2: Excavation with Offsite Disposal, and Alternative 3: Institutional and Engineering Controls – Capping.

Each of the alternatives will be evaluated by effectiveness, how easily it can be implemented, cost, and impact from potential extreme weather event. Although the first three are straight forward, the latter can be a little bit more subjective. Below is a summary of Georgia’s projected climate patterns that will be taken into consideration when evaluating the alternatives.

Per the National Oceanic and Atmospheric Administration (“NOAA”),

*“Average annual temperatures are projected to most likely exceed historical record levels by the middle of the 21st century. However, there is a large range of temperature increases under both pathways, and under the lower pathway, a few projections are only slightly warmer than historical records. Heat waves are*

*projected to increase in intensity in this region, which already experiences hot and humid conditions. Extreme heat is of particular concern for Atlanta and other urban areas where the urban heat island effect raises summer temperatures.*

*Even if average annual precipitation remains constant, higher temperatures will increase evaporation rates and decrease soil moisture during dry spells, leading to greater drought intensity. This could increase competition for limited water resources, which currently support large population centers in multiple states, such as the Apalachicola-Chattahoochee-Flint River Basin.”*

#### Alternative 1: No Action

Effectiveness: No action is not an effective action in controlling or preventing the exposure of receptors to contamination at the Site. The Site would not receive a LOL from EPD since the on-site soil contamination has not been remediated. The Site would remain out of compliance with State environmental regulations.

Implementable: No action is implementable.

Cost: There is no cost for cleanup; however, the land usage would be restricted.

Impact of Potential Extreme Weather Events: This alternative will not prevent potential exposure or contaminant migration due to extreme weather events.

#### Alternative 2: Excavation with Offsite Disposal

Effectiveness: Excavation with offsite disposal is an effective action in controlling or preventing the exposure of receptors to contamination at the Site. The Site would receive a LOL from EPD since the on-site soil contamination has not been remediated. The Site would be in compliance with State environmental regulations.

Implementable: Excavation and offsite disposal is implementable. Currently, the agency has consultant's that are contracted to perform this scope of work.

Cost: The estimated cost to implement this alternative is approximately \$960,000.

Impact of Potential Extreme Weather Events: Since the impacted soil will be removed, extreme weather events will not cause potential exposure or contaminant migration concerns.

### Alternative 3: Institutional and Engineering Controls - Capping

Effectiveness: Capping is an effective action in controlling or preventing the exposure of receptors to contamination at the Site in the short term. The Site would receive a LOL from EPD since the on-site soil contamination has been addressed via engineering controls. The Site would be in compliance with State environmental regulations. However, the State will require routine inspections and maintenance reports of the cap.

Implementable: Capping is implementable only for the portions of the Site that will remain in AH's control. The portions of the Site that could be sold for homeownership should be remediated to residential standards.

Cost: The cost to design and install the cap is approximately \$750,000. This number is a rough estimate as site development design can significantly impact the design of the cap. In addition to the installation cost, there will be a minimum annual inspection cost of approximately \$5,000, indefinitely. If inspections of the cap reveal that the integrity has been compromised, then there will be additional maintenance costs as well.

Impact of Potential Extreme Weather Events: The integrity of the cap could be compromised due to potential weather events.

### Recommended Cleanup Alternative

The recommended cleanup alternative is Alternative 2: Excavation with Offsite Disposal. Alternative 1: No Action is not suitable because it does not minimize or eliminate exposure pathways, and it will not be in compliance with EPD cleanup standards. Alternative 3: Institutional and Engineering Controls - Capping, although in the short-term is more cost effective, is not an ideal solution since it limits the land usage to non-residential in the area of capping. The tentative site plans propose developing mixed-income multi-family and single family residences. Additionally routine inspections and maintenance of the cap are cumbersome and could potentially result in this alternative becoming more expensive in the long-term. Alternative 2: Excavation with Offsite Disposal is compliant with State regulations and is the least prohibitive for future site development. Alternative 3 is the recommended alternative.



## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

01/31/2019

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\* a. Legal Name:

Westside Revitalization Acquisitions, LLC

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

\* c. Organizational DUNS:

1169331970000

### d. Address:

\* Street1:

230 John Wesley Dobbs Avenue

Street2:

\* City:

Atlanta

County/Parish:

Fulton

\* State:

GA: Georgia

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

30303-2429

### e. Organizational Unit:

Department Name:

Real Estate

Division Name:

Planning & Development

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

\* First Name:

Priya

Middle Name:

\* Last Name:

Vellaithambi

Suffix:

Title:

Environmental Manager

Organizational Affiliation:

The Housing Authority of the City of Atlanta, Georgia

\* Telephone Number:

4046854933

Fax Number:

\* Email:

priya.vellaithambi@atlantahousing.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Environmental Protection Agency

### 11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

### \* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-18-07

\* Title:

FY19 GUIDELINES FOR BROWNFIELDS CLEANUP GRANTS

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Cleanup of Englewood North

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="500,000.00"/>
* b. Applicant	<input type="text" value="100,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="360,000.00"/>
* g. TOTAL	<input type="text" value="960,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed: